

June 20, 2011

**VIA HAND DELIVERY**

Mr. David Feldman  
City Attorney  
City of Houston Legal Department  
900 Bagby, 3<sup>rd</sup> Floor  
Houston, Texas 77002

Re: Contract #C62248, dated June 28, 2006, approved by City of Houston Ordinance No. 2006-567, as amended on May 29, 2009, approved by City of Houston Ordinance No. 2009-461, between the City of Houston, Texas ("City") and American Traffic Solutions, Inc., ("ATS") for "Photo Red-Light Camera Enforcement System and Services" (the "Contract").

Dear Mr. Feldman:

On November 15, 2010, the City of Houston gave written notice to ATS of the City's purported termination of its Red-Light Safety Camera program (the "Program") and filed suit against ATS in United States District Court for the Southern District of Texas that same day seeking a Declaratory Judgment as to the remaining contract obligations between the parties. See Attachments Nos. 1 and 2, respectively. To this end, in your Complaint for Declaratory Judgment, you stated: ". . . [A] controversy has arisen between Houston and ATS with respect to the interpretation of certain terms and conditions of the Contract, and parties' rights and obligations, with regard to termination of the Contract *in light of the results of the election on the Proposition 3 measure.* Houston believes that it has acted reasonably and lawfully in terminating the Contract, but seeks a declaration with regard to its rights and obligations regarding the termination of the Contract under these circumstances." *Id.* (emphasis added).

I responded to your November 15 letter on November 24, explaining that the election was improperly called and urging the City to reinstate the program. See Attachment No. 3. The City responded to my letter explaining that it would not have attempted to terminate ATS' contract but for the passage of Proposition 3. See Attachment No. 4. We have been steadfast in our position that the City did not have the legal authority to call a Special Election on Proposition 3. In your August 23, 2010 memorandum to Houston City Council ("Council") and in your public testimony on August 24, 2010, you disagreed. See Attachment No. 5 and <http://houstontx.city.swagit.com/player.php?refid=08242010-50>, respectively.

Last Friday, United States District Judge Lynn Hughes ruled against the City and in favor of ATS. Consistent with ATS' legal position, the Court ruled that this election should never have occurred in the first place because it was not actually a charter amendment, but rather an improper and untimely referendum. Thus, the ban on red-light safety cameras in Houston was void and of no effect. As a result of the Court's decision and the terms of our current Agreement, the City owes (and continues to accrue) significant monetary damages to ATS.

Although we recognize that the City may continue to fight this issue in the district court and on appeal, in the meantime, as you have publicly stated, the City has two options. The City's first option is to cure its breach of the contract and effect the reinstatement of the Program. This option will not only save lives and increase public safety, but it will also limit the City's actual and consequential damages to those currently accrued. If the cameras are turned back on, ATS will work closely with the City to arrive at a mutual resolution to the damages incurred to-date. The City's second option is to continue the program's suspension while trying to overturn Judge Hughes' ruling. If the ruling is upheld, however, this option could result in the City eventually owing damages to ATS of as much as \$20 million dollars or more.

Obviously, ATS cannot force the City to choose the first option rather than the second, as that decision is uniquely within the province of the City. However, there is no question that during the time the cameras have been off, public safety has suffered. Recent Houston Police Department statistics comparing intersection crashes with and without the cameras demonstrate just how much safer motorists are when the Program is in operation. By comparing crash statistics for the time period from November 15, 2009 to April 30, 2010, when cameras were operating, to the same time period one year later with cameras turned off, the results are clear: serious crashes at camera enforced intersections increased 137%, while total crashes increased by 350%. See Attachments Nos. 6 and 7. Turning red-light safety cameras back on will significantly enhance public safety, as well as protect the City from incurring additional exposure for continued breach of contract damages.

During the last 10 months since the decision was made to place Proposition 3 on the November ballot, ATS has expended significant time, energy and resources to react to a situation that was not of our making. Since the only reason for the City's purported termination of the Contract has been declared void by the Court, we hope that the City will elect to turn the cameras back on even while it continues to contest this ruling. Unless we hear otherwise from you, we are taking steps to reinstate, fully functionalize and resume processing red-light violations for all currently installed City of Houston red-light safety cameras beginning at 12:01a.m. on August 1, 2011.

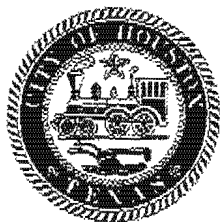
I look forward to hearing from you at your convenience.

Very truly yours,



George J. Hittner  
Corporate Secretary and General Counsel

# **ATTACHMENT 1**



# CITY OF HOUSTON

Department Name

**Annise D. Parker**

Mayor

David M. Feldman  
City Attorney  
P.O. Box 368  
Houston, Texas 77001-0368  
City Hall Annex  
900 Bagby, 4<sup>th</sup> Floor

T. 832.393.6491  
F. 832.393.6259  
www.houstontx.gov

November 15, 2010

*Via facsimile (480-607-0901)*

Mr. James D. Tuton, President  
American Traffic Solutions, Inc.  
7681 E. Gray Road  
Scottsdale, Arizona 85254

Re: Notice of Immediate Termination of Contract #C62248  
Contract #C62248, dated June 28, 2006, approved by City of Houston Ordinance No. 2006-567, as amended on May 29, 2009, approved by City of Houston Ordinance No. 2009-461, between the City of Houston, Texas [Houston] and American Traffic Solutions, Inc., [ATS] for "Photo Red Light Camera Enforcement System and Services" [referred to jointly herein as the Contract].

Dear Mr. Tuton,

At 10:00 a.m. this morning, November 15, 2010, Houston's City Council canvassed the results of the special election held on November 2, 2010. Council has now confirmed that a majority of Houston's registered voters answered "NO" to the question posed in Proposition 3. The ballot language of Proposition 3 was: "Shall the City of Houston continue to use red light cameras to enforce state or local laws relating to traffic safety?" This vote served to amend the City's Charter to prohibit the use of red light cameras to enforce state and local traffic laws.

Red-light cameras are effective safety tools that change behaviors and save lives. But, while Houston has benefited from use of the red-light cameras, as evidenced by a reduction in serious accidents at many intersections where the cameras have been utilized, the voting public has spoken. Houston must follow the mandate of the electorate. Houston hereby terminates its Contract with ATS. This termination is effective immediately. ATS is required to turn off all red-light cameras installed and/or monitored by reason of the Contract and ATS is to do so immediately. Further, no violations recorded subsequent to 10:00 a.m. (CDT), November 15, 2010, are to be processed.

Very truly yours,

David M. Feldman,  
City Attorney

cc: Mayor Annise Parker

Council Members: Brenda Stardig Jarvis Johnson Anne Clutterbuck Wanda Adams Mike Sullivan Ai Hoang Oliver Pennington Edward Gonzalez  
James G. Rodriguez Stephen C. Castello Sue Lovell Melissa Noriega C.O. "Brad" Bradford Jolanda "Jo" Jones Controller: Ronald C. Green

# **ATTACHMENT 2**

**IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION**

**CITY OF HOUSTON**

**V.**

**AMERICAN TRAFFIC  
SOLUTIONS, INC.**

§  
§  
§  
§  
§  
§

**CIVIL ACTION NO.**

**COMPLAINT FOR DECLARATORY JUDGMENT**

**TO THE HONORABLE JUDGE OF SAID COURT:**

**COMES NOW** the City of Houston [Houston], plaintiff, complaining of American Traffic Solutions, Inc. [ATS], defendant, and respectfully shows the Court the following:

**PARTIES**

1. Houston<sup>1</sup> is a Texas home-rule municipal corporation, situated primarily in Harris County, Texas.

2. ATS is a Kansas corporation, doing business in Texas and may be given notice of this suit by serving summons together with a copy of this complaint attached upon its president, James D. Tuton, at his office and usual place of business, American Traffic Solutions, Inc., 7681 E. Gray Road, Scottsdale, Arizona 85254.

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<sup>1</sup> In accordance with TEX. LOC. GOV'T CODE § 9.008(b), Houston respectfully requests this Court to take judicial notice of its published Charter and Houston's status thereunder as a Texas home-rule city.

## **JURISDICTION & VENUE**

3. There is diversity of citizenship between the parties and the value of the right to be protected or the extent of the injury to be prevented in this matter exceeds \$75,000.00. Accordingly, this Court has jurisdiction over the claims brought in this suit pursuant to 28 U.S.C. § 1332(a)(1). Additionally, in accordance with Rule 57, FED. R. CIV. PROC. and 28 U.S.C. §§ 2201-2202, this is an action for declaratory judgment under the laws of the United States for the purpose of determining questions in actual controversy between the parties.

4. Venue is proper in this Court pursuant to 28 U.S.C. § 1391(a)(2) & (b)(2), because the events giving rise to these claims occurred in this district.

## **INTRODUCTION**

5. In 2006, Houston contracted with ATS to provide a photographic red light enforcement system and services. On November 2, 2010, Proposition 3, proposing a Charter Amendment that would continue the use of cameras to enforce traffic laws, was defeated. As a result of that election, Houston has terminated its contract with ATS. This suit requests a declaration by this Court regarding Houston's rights and obligations under the contract with ATS which was terminated as a result of the election.

## **FACTUAL BACKGROUND**

### **A. The Ordinance.**

6. On December 21, 2004, Houston's City Council adopted an ordinance authorizing the use of photographic traffic signal enforcement.<sup>2</sup> A copy of the Ordinance, as amended and as it was in effect on November 1, 2010, is attached hereto as Exhibit A.

### **B. The Contract.**

7. On May 31, 2006, by Ordinance No. 2006-567, Houston's City Council approved and authorized a contract between Houston and ATS for a red light camera enforcement system and services [Contract]. A copy of the Contract is attached as Exhibit B. On May 27, 2009, by Ordinance No. 2009-461, Houston's City Council approved and authorized a first amendment to the Contract, a copy of which attached as Exhibit B-1.

### **C. The petition.**

8. The only process for non-elected citizens to propose the repeal of an existing ordinance, the referendum process, is set forth in Article VII-b. § 3 of Houston's Charter. However, on August 9, 2010, a petition to

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<sup>2</sup> Ordinance No. 2004-1312, adopted by Council on December 21, 2004, was later codified as Article XIX of Chapter 45 of the CITY OF HOUSTON CODE OF ORDINANCES entitled "Photographic Traffic Signal Enforcement Systems" [Ordinance]. and was later amended on May 31, 2006, by Ordinance No. 2006-566; on April 11, 2007, by Ordinance No. 2007-464; on August 29, 2007, by Ordinance No. 2007-985; and on January 9, 2008, by Ordinance No. 2008-27.



amend Houston's Charter—under Chapter 9 of the TEXAS LOCAL GOVERNMENT CODE—to prevent the use of red light cameras to enforce traffic laws [Petition] was submitted to Houston's City Secretary.<sup>3</sup> On August 24, 2010, Houston's City Secretary certified to City Council that the Petition met the requirements of Chapter 9 of the TEXAS LOCAL GOVERNMENT CODE.<sup>4</sup> That same day, Houston's City Council passed and adopted Houston Ordinance No. 2010-678, placing the measure on the ballot for the November 2, 2010 special election as Proposition #3.

**D. The November 2, 2010, special election.**

9. The ballot language of Proposition 3 was:

Shall the City of Houston continue to use red light cameras to enforce state or local laws relating to traffic safety?

In accordance with the requirements of TEX. ELEC. CODE § 67.001, *et seq.*, on November 15, 2010, Houston's City Council canvassed the results of the November 2, 2010 special election and determined that a majority voted

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<sup>3</sup> As a home-rule city, Houston's Charter is its organic act; it is the fundamental law of the municipality just as a constitution is the fundamental law of a state. Unlike ordinances, which can be enacted and repealed at will by the governing body (under Article VII of the Charter, copy attached as Exhibit C) or by the non-elected citizens of Houston (under Article VII-b of the Charter, copy attached as Exhibit D), Houston's Charter can only be amended by a vote of the people in accordance with the procedures set forth in Chapter 9 of the TEXAS LOCAL GOVERNMENT CODE.

<sup>4</sup> Once the City Secretary certifies that the petition meets the requirements of Chapter 9 of the Local Government Code, council has a ministerial duty to put the measure on the ballot.

“NO” on Proposition 3, thereby amending Houston’s Charter.

**E. The controversy.**

10. Confronted with an impending change to its Charter, on November 10, 2010, Houston provided written notice to ATS that, if—after Houston’s City Council had canvassed the results of the November 2, 2010, special election—Council were to find and determine that Proposition 3 had failed, then the Contract would be terminated. Exhibit E. ATS disagreed that Houston may terminate the Contract under these circumstances. Exhibit F. On November 15, 2010, following the canvass of the results of the election regarding Proposition 3 by Houston’s City Council, Houston notified ATS that the Contract had been terminated. Exhibit G.

**CAUSE OF ACTION**

11. Houston brings this action under Rule 57, FED R. CIV. P. and the declaratory judgment provisions of 28 U.S.C. §§ 2201-2202, and requests this Court, after consideration, to declare the rights and obligations of the parties under the express terms of the Contract. Specifically, a controversy has arisen between Houston and ATS with respect to the interpretation of certain terms and conditions of the Contract, and parties’ rights and obligations, with regard to termination of the Contract in light of the results of the election on the Proposition 3 measure. Houston believes that it has

acted reasonably and lawfully in terminating the Contract, but seeks a declaration with regard to its rights and obligations regarding the termination of the Contract under these circumstances. Such a declaration will provide clarity, remove uncertainty, avoid controversy and enhance the efficiency of the judicial process with regard to the parties' rights under the Contract.

**PRAYER FOR RELIEF**

**FOR THESE REASONS**, Houston respectfully requests that this Honorable Court enter a judgment articulating the rights and liabilities of the City under the Contract, as amended, and for such other and further relief to which Houston may hereinafter show itself to be justly entitled.

Respectfully submitted,

DAVID M. FELDMAN

City Attorney

LYNETTE K. FONS

First Assistant City Attorney for Litigation

By:

\_\_\_\_\_  
Bertrand L. Pourteau, II  
Sr. Assistant City Attorney  
State of Texas Bar No. 16190300  
Fed. I.D # 6553  
P.O. Box 368  
Houston, Texas 77001-0368  
(832) 393-6463  
(832) 393-6259 (Fax)  
Attorneys for the City of Houston

# **ATTACHMENT 3**

November 24, 2010

Mr. David Feldman  
City Attorney  
City of Houston  
900 Bagby, 3<sup>rd</sup> Floor  
Houston, Texas 77002

**VIA ELECTRONIC MAIL AND FACSIMILE**

Dear Mr. Feldman:

As you are aware, the City of Houston recently announced that the red light cameras would be turned off as of November 15, 2010 at 10:00am. It is our understanding that the City would not have made this determination but for the recent election outcome on Proposition 3. Notwithstanding ATS' willingness to comply with the City's request to turn the cameras off, the purpose of this letter is to urge you to return the camera program to full operation or, in the alternative, to affirmatively state the City's intention to fulfill its remaining obligations under the contract pending a determination of the issues raised by your Amended Complaint in the federal lawsuit the City recently filed against ATS. In any event, we ask that you address certain issues your decision has triggered as outlined below and which are required to be administered under the contract.

We have informed the City that it does not have the contractual right to terminate our contract. Since you have decided to file suit against ATS for a judicial declaration of the City's obligations under our contract, we have no choice but to raise our claims and defenses that are available, including, but not limited to, the fact that the Proposition 3 election was an untimely and illegal referendum which the city did not have the legal authority to place on the ballot - - - a position many Houston residents, elected officials and ATS have maintained from the beginning.

Accordingly, please take notice that we intend to file our response to the City's federal lawsuit this afternoon. Part of our lawsuit will seek injunctive relief, whereby we will ask the Court to preserve the status quo as it existed prior to the City's canvass and its improper termination of our contract. This will necessarily include the City's decision to turn off the red light cameras and will also focus on what contractual duties, if any, ATS must undertake as a result of the City's decision to terminate our agreement.

Seeking injunctive relief will not be necessary if the City allows the program to continue and retracts its termination of the ATS contract until after the Court has an opportunity to decide these issues.

Irrespective of the City's decision, there remain several issues that still must be addressed with regard to compensation and process:

- 1) At the time the cameras were turned off, there were over 6,800 violations in various states of processing prior to notice issuance. These violations occurred before 10:00am on November 15, 2010, and thus are enforceable and collectible.
- 2) At the time the cameras were turned off, there were an additional 294,504 notices that had yet to be adjudicated via payment or dispute and many of those are in collections status. Again, these violations occurred before 10:00am on November 15, 2010 and are enforceable and collectible. There needs to be a process put in place to manage these collections.
- 3) The aged receivables from delinquent violators amount to over \$22.4 million.
- 4) At the time the cameras were turned off, there were 119 hearings scheduled through December 14, 2010.
- 5) ATS maintains lockbox and electronic payment services and funds transfer to the City. These functions need to be terminated and/or redirected.
- 6) ATS provides inbound call support for thousands of calls per month from the Houston area. These functions need to be terminated and/or redirected.
- 7) ATS provides payment and adjudication research for issued citations on a daily basis. These functions need to be terminated and/or redirected.
- 8) Finally, ATS supports the court and police daily with their processing needs. These functions need to be terminated and/or redirected.

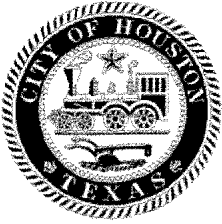
Please advise as to your thoughts on these matters. I look forward to working through these issues with the City.

Sincerely,



George J. Hittner  
Vice President and General Counsel

# **ATTACHMENT 4**



# CITY OF HOUSTON

Legal Department

**Annise D. Parker**

Mayor

David M. Feldman  
City Attorney  
Legal Department  
P.O. Box 368  
Houston, Texas 77001-0368  
City Hall Annex  
900 Bagby, 4<sup>th</sup> Floor

T. 832.393.6491  
F. 832.393.6259  
[www.houstontx.gov](http://www.houstontx.gov)

November 24, 2010

*Via E-mail and facsimile*

Mr. George J. Hittner  
Vice President and General Counsel  
7681 East Gray Road  
Scottsdale, Arizona 85260

Re: *City of Houston v. ATS; C.A. No. 4:10 cv. 4545*

Dear Mr. Hittner,

This is to acknowledge receipt of your correspondence of this date in which you articulate your position in connection with the contractual relationship between the City and ATS regarding the City's red light camera program, and pose various questions as to the City's intentions. The pendency of litigation precludes a detailed response to your questions, but I am able to state the following:

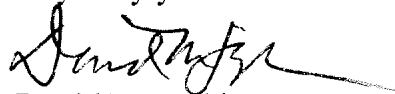
1. You are correct that the City would not have announced that the cameras were to be turned off as of the date and time of canvass, November 15, 2010 (at 10:00 a.m.), in the absence of the election outcome on Proposition 3.
2. The City's position that the contract between the parties should be deemed terminated as of that date and time for purposes of ending use of the cameras and any further violations has not changed.
3. The City will work with ATS to wind up the program, meaning that it will process any violations recorded up to 10 a.m. on November 15, 2010, and



Mr. George Hittner  
Page 2

cooperate in enforcement and collection efforts as to any violations in existence as of that time, dating back to the commencement of the program.

Very truly yours

A handwritten signature in black ink, appearing to read "David M. Feldman", with a long horizontal flourish extending to the right.

David M. Feldman  
City Attorney

cc: Mayor Annise Parker

# **ATTACHMENT 5**



# CITY OF HOUSTON

Legal Department

# 1  
8/24/10

Interoffice

Correspondence

To: Mayor Annise D. Parker  
City Council Member  
Via Marty Stein

From:   
David M. Feldman  
City Attorney

Date: August 23, 2010

Subject: Red light camera citizen petition - legal obligations/duty of City Council; referendum vs. charter amendment

This memorandum is to advise the City Council of its legal obligations upon being presented with a citizen petition to amend the City Charter and the report of the City Secretary confirming that the petition contains the minimum number of valid signatures of the registered voters of the City required by law. Under these circumstances, the obligation to call a charter amendment election is a mandatory ministerial duty, the performance of which is not subject to the Council tag rule for the reasons set forth below.

Chapter 9 of the Texas Local Government Code, along with the Texas Election Code, constitutes the controlling state law in City charter amendment matters. *Brown v. Blum*, 9 S.W.3d 840 (Tex.App.-- Houston [14<sup>th</sup>] 1999, dism. w.o.j.). The second sentence of Section 9.004(a) provides, in clear language, that:

The governing body **shall** submit a proposed charter amendment to the voters for their approval at an election if the submission is supported by a petition signed by a number of qualified voters of the municipality equal to at least five percent of the number of qualified voters of the municipality or 20,000, whichever number is the smaller. (Emphasis added) *Blum* at p. 847

A City Charter amendment petition in Houston requires only 20,000 signatures of City voters. It appears that you may soon receive a report from the City Secretary advising that her office has verified more than 20,000 signatures on the "Photographic Traffic Signal Enforcement System (Red Light Camera)" petition (Petition) filed with her office on August 9, 2010. In such event, your legislative role is no longer discretionary, but ministerial and is limited to adopting the ordinance ordering an election to submit the Charter amendment proposal relating to red light cameras to the qualified voters of the City. The election order is required by both the statutory and common law of this State. *Coalson v. City Council of Victoria*, 610 S.W.2d 744 (Tex. 1980); *Jones v. Int'l Ass'n of Firefighters, Local Union No. 936*, 601 S.W.2d 454 (Tex. App. - Corpus Christi, 1980, writ ref'd n.r.e.).

Page 2

Any failure of the City Council to carry out its legal obligation to order the charter amendment election required under the circumstances stated above will subject the Council to an action for mandamus in the District Court. *Black v. Coons*, 244 S. W. 1080 (Tex. Civ. App. – Fort Worth 1922, n.w.h.) ; *McCarty v. Jarvis*, 96 S.W. 2d 564 (Tex. Civ. App. – Fort Worth 1936, err. disp.)

Some in the community may contend that the Petition should be treated as an untimely referendum petition that, in effect, seeks the repeal of an ordinance previously enacted by the City Council authorizing the use of the present red light camera system. Article VIIb, Section 3, of the Charter requires that a referendum petition be filed with the City Secretary either (i) prior to the effective date of the targeted ordinance or (ii) within thirty (30) days after the publication of such ordinance. It is important to recognize that such a legal issue, if it is to be raised, would have no bearing on Council's ministerial duty under State law, to place the proposed Charter amendment on the ballot, as stated above. Rather, it is an issue that would have to be raised in the form of an election contest, in the event the amendment is approved by the voters

Finally, the City Council's tag rule is a rule of procedure and cannot supersede the substantive law of the State discussed above. Inasmuch as August 24, 2010 is the last date on which an election order may be adopted by Council to place a Charter amendment on the ballot for the November 2, 2010 election, the tag rule may not be applied to this agenda item.

cc: Marty Stein, Agenda Director  
Anna Russell, City Secretary

# **ATTACHMENT 6**



# Red Light Camera Monitored Intersections Crash Report\*

Date Range: 11/15/2009 To 4/30/2010

Red Light Camera	Street	Inter Street	Acc No	Date/Time	Major	Fatal		
Antoine@US 290			2		0	0		
Bay Area@EI Camino Real			3		0	0		
Beechnut@Gessner			6		1	0		
Beechnut@W SL 8			9		3	0		
Bellaire@Wilcrest			5		1	0		
Bellfort@S US 59			2		0	0		
Bissonnet@S US 59			6		1	0		
Bissonnet@W SL 8			22		7	0		
Brazos@Elgin			2		1	0		
Chartres@ST JOSEPH			5		0	0		
Chimney Rock@S US 59			9		0	0		
E IH 10@Market			4		0	0		
E IH 10@Normandy			16		1	0		
E IH 10@Uvalde			2		0	0		
EI Dorado@S IH 45			4		1	0		
Fairbanks@US 290			4		0	0		
FM 1960@TOMBALL			10		3	0		
FM 2351@S IH 45			0		0	0		
Greens@N IH 45			8		2	0		
Harwin@Hillcroft			2		0	0		
Hillcroft@S US 59			6		1	0		
Hollister@US 290			8		0	0		
John F Kennedy@Greens			5		0	0		
Main@S IH 610 W			14		3	0		
Milam@Elgin			3		1	0		
Monroe@S IH 45			4		1	0		
N IH 45@Rankin			10		3	0		
Pease@La Branch			2		0	0		
Post Oak@W IH 610 S			1		1	0		
Richmond@Dunvale			3		0	0		
Richmond@Hillcroft			1		0	0		
S SL 8@Telephone			5		1	0		
S US 59@Beechnut			7		1	0		
S US 59@Bellaire			8		2	0		
S US 59@Fondren			5		1	0		
S US 59@Fountain View			9		1	0		
S US 59@Wilcrest			7		1	0		
Scott@S IH 610 W			2		0	0		
Shepherd@N IH 610 W			3		0	0		
Stella Link@S IH 610 W			3		0	0		
Travis@Webster			0		0	0		
US 290@Mangum			4		0	0		
W IH 610 S@San Felipe			5		0	0		
W IH 610 S@Westheimer			4		0	0		
W SL 8@Bellaire			6		1	0		
W SL 8@Westpark			6		1	0		



# Red Light Camera Monitored Intersections Crash Report\*

Date Range: 11/15/2009 To 4/30/2010

Wayside@E IH 10	3		1	0	
Wayside@S IH 45	2		0	0	
West@N IH 45	2		2	0	
Westpark@S US 59	6		1	0	
Woodridge@S IH 45	3		0	0	
<b>Grand Total</b>	<b>268</b>		<b>44</b>	<b>0</b>	

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# **ATTACHMENT 7**





# Red Light Camera Monitored Intersections Crash Report\*

Date Range: 11/15/2010 To 4/30/2011

Red Light Camera	Street	Inter Street	Acc No	Date/Time	Major	Fatal
Antoine@US 290			7		3	0
Bay Area@EI Camino Real			7		0	0
Beechnut@Gessner			5		3	0
Beechnut@W SL 8			33		9	0
Bellaire@Wilcrest			4		1	0
Bellfort@S US 59			10		3	0
Bissonnet@S US 59			17		9	0
Bissonnet@W SL 8			27		5	0
Brazos@Elgin			0		0	0
Chartres@ST JOSEPH			4		3	0
Chimney Rock@S US 59			19		8	0
E IH 10@Market			7		3	0
E IH 10@Normandy			18		2	0
E IH 10@Uvalde			16		3	0
EI Dorado@S IH 45			19		7	0
Fairbanks@US 290			11		2	0
FM 1960@TOMBALL			21		6	1
FM 2351@S IH 45			4		3	0
Greens@N IH 45			34		9	0
Harwin@Hillcroft			4		1	0
Hillcroft@S US 59			21		4	0
Hollister@US 290			19		4	0
John F Kennedy@Greens			5		4	0
Main@S IH 610 W			15		7	0
Milam@Elgin			9		4	0
Monroe@S IH 45			24		8	0
N IH 45@Rankin			22		7	0
Pease@La Branch			7		5	0
Post Oak@W IH 610 S			1		0	0
Richmond@Dunvale			3		1	0
Richmond@Hillcroft			5		3	0
S SL 8@Telephone			7		1	0
S US 59@Beechnut			17		5	0
S US 59@Bellaire			24		7	0
S US 59@Fondren			17		2	0
S US 59@Fountain View			14		6	0
S US 59@Wilcrest			15		6	0
Scott@S IH 610 W			0		0	0
Shepherd@N IH 610 W			8		5	0
Stella Link@S IH 610 W			6		1	0
Travis@Webster			2		1	0
US 290@Mangum			8		3	0
W IH 610 S@San Felipe			4		0	0
W IH 610 S@Westheimer			5		1	0
W SL 8@Bellaire			21		8	0
W SL 8@Westpark			11		1	0



# Red Light Camera Monitored Intersections Crash Report\*

Date Range: 11/15/2010 To 4/30/2011

Wayside@E IH 10	7		2	0
Wayside@S IH 45	16		8	0
West@N IH 45	28		11	0
Westpark@S US 59	12		4	0
Woodridge@S IH 45	14		1	0
<b>Grand Total</b>	<b>634</b>		<b>200</b>	<b>1</b>

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