

STATE OF LOUISIANA – PARISH OF JEFFERSON

TWENTY-FOURTH JUDICIAL DISTRICT COURT

MICHAEL BRANTLEY, JR., ET AL

FILED: _____

VS. NO. 760,182 “C”

CITY OF GRETNA & REDFLEX
TRAFFIC SYSTEMS, INC.

DEPUTY CLERK OF COURT

**SECOND AMENDED & SUPPLEMENTAL CLASS ACTION PETITION FOR
DAMAGES, DECLARATORY JUDGMENT, AND INJUNCTIVE RELIEF**

NOW INTO COURT, through undersigned counsel, come PETITIONERS, MICHAEL BRANTLEY, JR., DEBRA BOUDREAUX, individually and on behalf of her deceased husband, ROBERT BOUDREAUX, JUDITH TRAIGLE, CHARLES W. BRISON, JR., PATRICIA CUNNINGHAM, DELORES TORTORICH, TERENCE S. COOPER, SR., & ERIN STREVA, individually and on behalf of a putative class of similarly situated persons who, for their petition, respectfully show as follows:

INTRODUCTION

1.

Plaintiffs challenge the legality of the Electronic Traffic Enforcement provisions of the City of Gretna’s Code of Ordinances (originally codified as Ord. 90-505 through 90-511 and re-enacted as Ord. 52-365 through 52-371) and its implementation and enforcement by both the City of Gretna (“City” or “Gretna”) and Redflex Traffic Systems, Inc. (“Redflex”). As set out in more detail below, the ordinances are patently illegal, both facially and as implemented through established policies and procedures adopted by defendants, which has resulted in the collection of monetary penalties that are not lawfully owed. As such, plaintiffs seek class certification, a declaration of the ordinances’ illegality, an injunction prohibiting Gretna and Redflex from enforcing the ordinances at issue, and for an award of monetary damages consisting of the return of all monetary assessments, penalties, fines and costs collected under this scheme, along with judicial interest.

PARTIES

2.

Plaintiffs and putative class representatives herein are:

- (a) **MICHAEL BRANTLEY, JR.**, a competent adult domiciliary of Jefferson Parish, Louisiana;



- (b) **DEBRA BOUDREAUX**, a competent adult resident of Jefferson Parish, Louisiana. In addition to her personal claims, Ms. Boudreaux is also bringing claims for the citations issues to her deceased husband, Robert Boudreaux. Mr. Boudreaux died on July 6, 2017, Ms. Boudreaux was named the court-appointed administrator of his estate on August 18, 2017, and inherited her husband's causes of action via judgment of possession entered on November 6, 2017¹;
- (c) **JUDITH TRAIGLE**, a competent adult resident of East Baton Rouge Parish, Louisiana;
- (d) **CHARLES W. BRISON, JR.**, a competent adult resident of Jefferson Parish, Louisiana;
- (e) **PATRICIA CUNNINGHAM**, a competent adult resident of Ascension Parish, Louisiana;
- (f) **DELORES TORTORICH**, a competent adult resident of Jefferson Parish, Louisiana;
- (g) **TERENCE S. COOPER, SR.**, a competent adult resident of Harris County, Texas; and
- (h) **ERIN STREVA**, a competent adult resident of Orleans Parish, Louisiana.

3.

Made defendants herein are:

- (a) **THE CITY OF GRETNA, LOUISIANA**, a municipal corporation and political subdivision of the State of Louisiana located in Jefferson Parish, Louisiana; and
- (b) **REDFLEX TRAFFIC SYSTEMS, INC.**, a foreign corporation organized under the laws of Delaware, with its principal place of business located in Phoenix, Arizona, and authorized to do and doing business in this Parish and State.

JURISDICTION & VENUE

4.

The present lawsuit concerns the legality, constitutionality, and implications of ordinances adopted and enforced in the City of Gretna, which is located in Jefferson Parish, Louisiana. Moreover, all of the conduct complained of herein occurred or was initiated in Jefferson Parish, Louisiana. As such, jurisdiction and venue are proper in this Court pursuant to La. Const. Art. V, § 16, LSA-R.S. 13:3201, and 13:5104(A) & (B).

5.

Plaintiffs further show that the causes of action and legal issues raised herein are limited to the application of Louisiana state law, the Louisiana Constitution, and local ordinances. As such, no federal questions are presented.



Succession of Robert Burney Boudreaux, 24th JDC, 774-577, Division D.

FACTUAL BACKGROUND

6.

The City of Gretna is a Louisiana municipality located on the west bank of the Mississippi River in Jefferson Parish, Louisiana. It is a Lawrason Act municipality governed by a mayor and board of aldermen.

Enactment & Implementation of the Ordinance

7.

At a regular session of the Gretna City Council held on April 9, 2008, the Council unanimously adopted Ordinance No. 3678 (“Ordinance”).² This Ordinance amended Chapter 90 of the City of Gretna Code of Ordinances to add “*Article VII – Electronic Enforcement, Division 2 – Vehicle Speed, Sections 505 through 511*” in order to “establish and authorize the use of photographic vehicle speed enforcement systems for certain traffic signal violations.”³ The Ordinance was codified as Gretna City Ordinances 90-505 through 90-511.⁴

8.

On April 9, 2008, the same day that the Ordinance was adopted at the evening meeting of the Gretna City Council, the City of Gretna signed a contract with Redflex entitled “*Exclusive Agreement Between the City of Gretna, Louisiana and Redflex Traffic Systems, Inc. for Photo Red Light and Photo Speed Enforcement.*”⁵ Pursuant to its agreement with the City, Redflex became primarily responsible for enforcement of the Ordinance, issuance of citations, and collection of fines.⁶

9.

A copy of the Ordinance (codified as Ord. 90-505 through 90-511) is attached hereto as Exhibit B. The full text of the Ordinance is incorporated by reference as if copied *verbatim* herein.

10.

In summary, the Ordinance provides for the use of cameras to photograph vehicles that the equipment determines to be operating in excess of the posted speed limit. A citation is then mailed to the owner of the vehicle and penalties are assessed based upon the vehicle’s speed as recorded by the equipment.

² See Excerpt of 4/9/08 City Council minutes attached as Exhibit A.

³ *Id.*

⁴ See Copy of Ordinance attached as Exhibit B.

⁵ See Contract attached as Exhibit C.



11.

The Ordinance imposes liability on the owner of the vehicle regardless of who was actually driving or who committed the violation.⁷ It does provide that the owner may shift liability to the operator, but the burden of rebutting vicarious/strict liability on the registered owner is borne by the cited vehicle owner.

12.

At a regular session of the Gretna City Council held on February 11, 2009, the Council unanimously adopted Resolution No. 2009-12, which set December 15, 2008 as the “go live” date “for the issuance of electronic speed citations pursuant to Section 90-506.”⁸

13.

Beginning on the “go live” date set by the City Council, the City, through Redflex, began issuing electronic speed citations pursuant to the Ordinance.⁹ Since that time, defendants issued in excess of 300,000 citations and have collected in excess of \$26 million. This money has been collected from tens of thousands of different citation recipients (though the precise number is known by defendants).

14.

Under the scheme employed by the City and Redflex, Redflex sets up mobile photo speed enforcement equipment on the side of public roadways.¹⁰ These locations include, but are not limited to, Lafayette Street, Franklin Street, Westbank Expressway, Belle Chasse Highway, 5th Street, 1st Street, US Highway 90, Louisiana Highway 23, Louisiana Highway 18, Louisiana Highway 466, Stumpf Boulevard, Gretna Boulevard, Lapalco Boulevard, Whitney Avenue, Creagan Avenue, Anson Street, Claire Avenue, Hancock Street, Derbigny Street, Huey P. Long, Mason Avenue, and Monroe Street.

15.

If the radar equipped devices determine that a passing automobile is travelling in excess of the posted speed limit, a series of photographs are taken of the vehicle. Redflex then determines if it feels that the issuance of a citation is appropriate. These “potential violations” are then forwarded to a city employee authorized to issue citations for final approval. Once this occurs,

⁷ Exhibit B at 90-506(b).

⁸ See Excerpt of 2/11/09 City Council Minutes attached as Exhibit D.

⁹ By way of example, see photographs attached *in globo* as Exhibit E.



Reflex issues the citation with the electronic signature and badge number of the city's designated officer and mails it to the vehicle owner.

16.

At no time has the City or Redflex requested, much less obtained, permission or approval from the Louisiana Department of Transportation and Development for its photo speed enforcement operations.

17.

The citations issued by the City/Redflex demand payment of the stated fine within thirty days. Indeed, the citation itself states that "As the registered owner or nominated driver of the vehicle described in this Notice, *we have no choice* but to hold you responsible for paying this penalty by" the thirty day time limit.¹¹

18.

The citation form used by Gretna/Redflex was created by Redflex and has never been approved by the State of Louisiana or the Commissioner of the Louisiana Department of Transportation and Development. Moreover, the citation form does not provide the citation recipient with a notice to appear or a date in which the citation can be contested. Instead, it shifts the onus of setting a hearing to the citation recipient and requires that he or she complete and return a form in order to obtain a hearing.

19.

Moreover, the administrative hearings provided to cited vehicle owners do not take place in a court or before a judge. Instead, they are presided over by a "hearing officer" who is employed and paid by the City of Gretna. The entire hearing process is conducted and overseen by the Gretna Police Department, the very entity purportedly enforcing the Ordinance and issuing the citations. For example, the "clerk of court" is a police officer who answers directly to the Deputy Chief of Police. Moreover, for much of the program's history, the "hearing officers" were either full-time or retired Gretna police officers, and have at all times been paid employees of the City.

20.

The City of Gretna has a significant financial interest in the assessment of fines under the Ordinance. Since its initial implementation, the City has collected in excess of \$26 million in fines. Some years, the amount of fines has constituted as much as 19% of the City's total revenues.

See Citation Instructions Page attached as Exhibit F.



Indeed, the City factors in the collection of millions of dollars of photo citation revenue in its budget each year. As such, it would face a serious budget shortfall if the collection goals are not met for these citations. In fact, officers of the Gretna Police Department have reported that their superiors have imposed unlawful traffic citation quotas for fear of losing the substantial revenue budgeted for photo citation collections.¹²

21.

In addition to the financial interests addressed above, for most of the program's history, the hearing officer also acted as both prosecutor and judge. At administrative hearings, the hearing officer presented evidence on behalf of the City and then adjudicated liability. In the words of the City's long-time hearing officer, he "handled both sides," acting as both prosecutor and judge. As such, he was not only employed by one of the parties to the hearing, but also acted as an advocate on its behalf.

22.

Pursuant to the established procedure implemented by the City and Redflex, the only evidence offered at the administrative hearings for most of the program's existence were the photographic images and the conclusory statement of a city officer that the photographs depict a vehicle exceeding the posted speed limit. There was no competent evidence of the machine's accuracy, of its certification as required by the Ordinance, or any competent testimony from an individual with personal knowledge of the vehicle's speed. Moreover, once evidence was actually obtained for the hearings, it was purposefully withheld from citation recipients who requested hearings.

23.

If a cited vehicle owner is found liable by the city-paid hearing officer, then he or she is also assessed a fee of \$30 for requesting the hearing. While the Ordinance states that the decision of the hearing officer will include the amount of any administrative adjudication cost assessed against the person, there is no enabling legislation authorizing the imposition of costs for requesting a hearing.

24.

On October 9, 2013, the Gretna City Council voted to extend its contract with Redflex.



See *Swear v. Lawson*, 2:15-cv-0659 (E.D. La.).

25.

On May 17, 2016, the City of Gretna adopted a revised Code of Ordinances. While the numbers associated with the Ordinance changed, its substance remains the same. As such, defendants conduct is continuous and ongoing.

26.

As outlined above, the Ordinance is implemented and carried out on the City's behalf by Redflex. Redflex's activities include, but are not limited to, selecting the photo enforcement equipment, placing and maintaining the equipment, collecting citation data, initially determining which vehicles should be cited, generating and issuing the citations, interacting with the cited drivers, maintaining a toll free number to address citizens, demanding payment from cited vehicle owners, collecting payment of citations, referring unpaid citations to collections, and reporting to the City regarding Redflex's collections and activities.

Plaintiffs' Citations

27.

Plaintiffs and putative class representatives are eight of the many individuals cited and fined under the Ordinance.

28.

On January 13, 2016, Michael Brantley, Jr. was issued citation number GRM16001386, which alleged that he exceeded the posted speed limit at 1900 Lafayette Street, Gretna, Louisiana on January 9, 2016.¹³ This citation was received by Mr. Brantley via mail a few days after its issuance date.

29.

Mr. Brantley timely requested an administrative hearing for citation GRM16001386. On February 16, 2016, "Redflex Clerk" Sue Sampey sent a letter to Mr. Brantley notifying him that his hearing had been set for March 15, 2016 at 4:00 PM.¹⁴

30.

Mr. Brantley attended his hearing in-person at the appointed date and time. However, as outlined above, the city-paid hearing officer acted as both prosecutor and hearing officer. The hearing officer presented evidence on behalf of the City and questioned Mr. Brantley. Moreover,

¹³ See Brantley Citation attached as Exhibit G.
¹⁴ See Hearing Letter from Redflex attached as Exhibit H.



while the Ordinance requires the City to prove its allegations by a preponderance of the evidence, the only evidence offered were still photographs of his vehicle and the citation itself. There was absolutely no competent evidence of the speed of his vehicle. Nonetheless, the city-paid hearing officer ruled that he had met his own burden of proof and found Mr. Brantley liable for a fine of \$160, in addition to a hearing fee of \$30.¹⁵

31.

Mr. Brantley's hearing officer was being paid by the City and acted as the City for purposes of the hearing.¹⁶ Moreover, he fulfilled the dual roles of prosecutor and hearing officer by presenting evidence and then determining whether the evidence he presented satisfied his own burden of proof.

32.

In light of the hearing officer's ruling, Mr. Brantley paid \$267.95 on or about April 22, 2016 (consisting of the \$160 civil penalty, \$30 hearing fee, \$75 late penalty, and \$2.95 "convenience fee").

33.

Mr. Brantley also received citation number GRM11023045 on December 7, 2011.¹⁷ This citation alleged that he exceeded the speed limit on Gretna Boulevard on December 4, 2011.¹⁸ Mr. Brantley paid that citation online (in addition to a \$2.95 "convenience fee") without requesting a hearing.

34.

Debra and Robert Boudreaux received three citations from defendants. The first, citation number GRM10010955, was issued on August 13, 2010 and alleged that Mrs. Boudreaux exceeded the speed limit on the Westbank Expressway on August 11, 2010.¹⁹ The second citation (GRM14025421) was issued to her late husband, Robert Boudreaux, on October 9, 2014 and alleged that his vehicle violated the speed limit in the westbound lane of the 800 Block of the Westbank Expressway on October 5, 2014.²⁰ The third citation (GRM14033888) was issued on December 19, 2014, and alleged that Mr. Boudreaux's vehicle violated the speed limit on

¹⁵ See Hearing Officer Decision attached as Exhibit I.

¹⁶ Ord. 90-508(i).

¹⁷ See Citation attached as Exhibit J.

¹⁸ *Id.*

¹⁹ See 1st Boudreaux Citation attached as Exhibit K.

²⁰ See 2nd Boudreaux Citation attached as Exhibit L.



December 14, 2014 in the eastbound lane of the Westbank Expressway.²¹ For both of the citations issued to Mr. Boudreaux, his wife was the actual operator at the time of the purported violation. Mr. and Mrs. Boudreaux paid the fines without an administrative hearing.

35.

On November 29, 2010, defendants issued citation number GRM10025356 to Judith Traigle,²² alleging that her vehicle violated the posted speed limit at 2131 Belle Chase Highway. The vehicle was actually operated by her husband, Theodore Traigle, but Mrs. Traigle was cited as the registered owner. She paid the \$160 fine (in addition to a \$2.95 “convenience fee”) shortly thereafter.

36.

Charles W. Brison, Jr. was also cited and paid citations for he and his family’s operation of vehicles he owned. On October 3, 2011, Mr. Brison was issued citation number GRM11018039, which alleged that he violated the speed limit at 2131 Belle Chasse Highway on September 28, 2011.²³ On August 19, 2013, he was issued citation number GRM13027445, which alleged that a 2009 Ford Escape registered in his name violated the speed limit at 2131 Belle Chasse Highway on August 15, 2013.²⁴ On June 18, 2015, he was issued citation number GRM15018541, which alleged that a 2013 Nissan Rogue that he owned violated the speed limit at 2131 Belle Chasse Highway on June 14, 2015.²⁵ And finally, on September 16, 2016, he was issued citation number GRM16023876, which alleged that a 1999 Ford Mustang that he owned violated the speed limit at 2131 Belle Chasse Highway on September 5, 2016.²⁶ Mr. Brison paid all four of the citations, resulting in total payments to defendants in excess of \$560.00.

37.

Similarly, Patricia Cunningham received two citations from defendants. On February 27, 2015, she was issued citation number GRM15006388, which alleged a speeding violation at the 900 Block of the Westbank Expressway on February 21, 2015.²⁷ She paid the \$160.00 fine (along with a \$2.95 “convenience fee”) on March 30, 2015, without requesting a hearing. Likewise, on April 6, 2017, she was issued citation number GRM 17008056, which alleged a speeding violation

²¹ See 3rd Boudreaux Citation attached as Exhibit M.

²² See Citation attached as Exhibit N.

²³ See 1st Brison Citation attached as Exhibit O.

²⁴ See 2nd Brison Citation attached as Exhibit P.

²⁵ See 3rd Brison Citation attached as Exhibit Q.

²⁶ See 4th Brison Citation attached as Exhibit R.

²⁷ See 1st Cunningham Citation attached as Exhibit S.



at the 16 Block of the Westbank Expressway on April 2, 2017.²⁸ Again, she paid the \$140.00 fine (also with an additional \$2.95 “convenience fee”) on May 8, 2017, without requesting a hearing.

38.

Delores Tortorich received citation number GRM13025681, which alleged that she committed a speeding violation at 2131 Belle Chasse Highway on August 3, 2013.²⁹ She requested a hearing to contest her citation, but like Mr. Brantley, was heard only by a City-employed hearing officer who acted as both prosecutor and judge. Despite the lack of a prosecutor, evidence, or testimony, as well as her specific demands to review the evidence against her and to be afforded procedural due process, the hearing officer found that he had satisfied his own burden of proof and found her liable for the citation. Shortly thereafter, she paid the citation.

39.

Terrence S. Cooper, Sr. received two citations from defendants. On January 4, 2017, defendants issued citation number GRM17000146, which alleged that Mr. Cooper’s vehicle exceeded the speed limit at the 16 Block of the Westbank Expressway on December 27, 2016.³⁰ He paid the \$140 fine (along with a \$2.95 processing fee) on January 30, 2017. Mr. Cooper received a second citation (GRM18001328A), alleging that he violated the speed limit at the 300-400 Block of Gretna Boulevard on February 2, 2018.³¹ He paid the \$120 fine (along with a \$2.95 processing fee) on March 20, 2018.

40.

On January 15, 2020, defendants issued citation number GRM20001532 to Erin Streva, alleging a speeding violation at the 800 Block of Gretna Boulevard on January 11, 2020.³² Ms. Streva requested an administrative hearing, which was conducted on February 11, 2020.³³ At the hearing, Ms. Streva was assessed a fine of \$140 and a hearing fee of \$30.³⁴ She paid the fines and fees totaling \$170 via Redflex’s website on February 12, 2020.

41.

Plaintiffs show that they have performed exhaustive research regarding the specific details of each citation referenced above. All of the information available to them has been included in

²⁸ See 2nd Cunningham Citation attached as Exhibit T.

²⁹ See Citation attached as Exhibit U.

³⁰ See 1st Cooper Citation attached as Exhibit V.

³¹ See 2nd Cooper Citation attached as Exhibit W.

³² See Streva Citation attached as Exhibit X.

³³ See Hearing Officer Judgment attached as Exhibit Y.



this amended petition. However, additional information regarding the citations, including but not limited to several of the citation numbers, fines, specific dates of issuance, locations of equipment, and dates of payment, are in the possession of defendants.

APPLICABLE LAW & LIABILITY OF DEFENDANTS

42.

Plaintiffs herein have been assessed and paid monetary fines to defendants. However, these fines are unlawful, contrary to the laws, regulations, and constitution of the State of Louisiana, and their imposition exceeded the authority of the City and Redflex. As such, the sums paid represent a “thing not due” and plaintiffs are entitled to a return of their payments pursuant to Civil Code Article 2299. Moreover, the claims of plaintiffs are representative of a larger class of persons, constituting the putative class described more fully herein, who have likewise been assessed and paid fines under this unlawful scheme.

LACK OF AUTHORITY TO IMPOSE FINES UNDER THE ORDINANCE

43.

The sole source of authority relied upon by defendants for imposition of the civil fines at issue is the City’s electronic speed enforcement ordinance. However, that ordinance specifically limits the City’s authority to impose civil penalties to violations recorded on a system certified by the International Association of Chiefs of Police (“IACP”).³⁵ It does not provide authority to impose financial penalties on any other basis. Nevertheless, neither Gretna nor Redflex have ever utilized an IACP certified system. As such, each and every penalty imposed and collected was done without authority, is an *ultra vires* act insufficient to impose a lawful obligation upon plaintiffs, and plaintiffs are therefore entitled to return of their payments under Civil Code Article 2299.

VIOLATION OF LSA-R.S. 32:398.1

44.

LSA-R.S. 32:398.1 mandates that “all traffic enforcement agencies in this state” are required to use traffic citations that have been approved by the commissioner of the Department of Transportation and Development and those citations must include a notice to appear, which

³⁵ The Ordinance provides for “imposition of [a] civil penalty for violations enforced by a photographic vehicle speed enforcement system.” Importantly, the ordinance defines “photographic vehicle speed enforcement system” and “system” as “a system consisting of an electronic system *certified by the International Association of Chiefs of Police (IACP)* for mobile speed enforcement...” (emphasis added). Ord. 52-365.



provides a date for the citation to be disputed. The statute expressly states that its requirements apply to electronically generated citations.³⁶

45.

The citations issued by defendants were created by Redflex and have never been approved by the DOTD commissioner as required by LSA-R.S. 32:3981. Moreover, the citations do not include a notice to appear. Instead, the citation shifts the onus to the citizen receiving the citation to request and schedule their own hearing. In both respects, the citations issued by Gretna/Redflex are unlawful, done in violation of a prohibitory law, were issued without authority, and are therefore absolute nullities.

VIOLATION OF LSA-R.S. 32:398.2

46.

Pursuant to the Ordinance's terms, fines are imposed entirely extra-judicially. This is a direct violation of LSA-R.S. 32:398.2, which mandates that all traffic citations be deposited with a court and disposed of only by trial or official action by a judge of that court. Therefore, the Ordinance and its method of imposing fines are patently illegal and are absolute nullities.

47.

In 1968, as part of the Louisiana Highway Regulatory Act (LSA-R.S. 32:1, *et seq.*), the Louisiana legislature enacted LSA-R.S. 32:398.2.

48.

Pursuant to LSAS-R.S. 32:21, the Louisiana Highway Regulatory Act ("Act") and the regulations promulgated by the Louisiana Department of Transportation and Development ("DOTD") apply to "all highways within this state." The Act defines "highway" as "every way or place of whatever nature publicly maintained and open to the use of the public for the purpose of vehicular travel."³⁷ As such, the Act "covers all public vehicular thoroughfares both within and without municipalities and regardless of whether they are maintained by the state or local authorities."³⁸ Moreover, § 32:398.2 specifically states that it applies to violations of city traffic ordinances.³⁹ Thus, the Act's provisions, including § 32:398.2, apply to regulation of traffic on the streets of Gretna, Louisiana.

³⁶ LSA-R.S. 32:398.1(A)(2).

³⁷ LSA-R.S. 32:1(25).

³⁸ *Frey v. Cent. Mut. Ins. Co.*, 150 So. 2d 822, 826 (La. App. 3 Cir. 3/5/63); LSA-R.S. 32:1(25).

³⁹ LSA-R.S. 32:398.2(A).



49.

The “Notices of Violation” at issue constitute citations within the meaning of LSA-R.S. 32:398.2. Not only do they fall within the commonly understood meaning of the term “citation,” both the City and Redflex have expressly acknowledged this. In the original Ordinance, the Gretna City Council noted that the Ordinance would operate to issue “citations.”⁴⁰ That Ordinance was later given effect by Resolution 2009-12, wherein the council formally authorized “the issuance of electronic speed citations pursuant to Section 90-506.”⁴¹ Moreover, the City’s contract with Redflex defines “notices of violation” as a “citation.”⁴² Indeed, the contract refers to them as citations on forty-one (41) separate occasions.⁴³ Additionally, when addressing automated speed enforcement devices, the Highway Regulatory Act anticipates that automated “traffic citations” include both civil and criminal enforcement.⁴⁴ The courts of this state, in line with jurisdictions across the country, have also repeatedly acknowledged that such ordinance violations imposing civil penalties are “citations.”⁴⁵

50.

The citations at issue were also issued by a “traffic enforcement officer.” The City’s contract with Redflex requires all of the citations to be approved and signed by an authorized employee of the city empowered to issue the citations. This clearly constitutes a traffic enforcement officer. Moreover, the citations at issue identify this person as an “officer” and include the person’s badge number. Thus, the individual signing the citations has both the actual authority of a traffic enforcement officer and has been cloaked in the apparent authority of such an officer by defendants.

51.

Each of the citations at issue is also for the alleged violation of a city traffic ordinance. Gretna is a Louisiana city, the citations are for the violation of its ordinance, and that ordinance concerns the regulation of traffic and is part of the traffic subsection of the Gretna Code of Ordinances.

⁴⁰ Ord. 90-507(e)

⁴¹ (emphasis added). Exhibit D.

⁴² Exhibit C at Page 1 § 1.3.

⁴³ Exhibit C.

⁴⁴ LSA-R.S. 32:43 (prohibiting the collection of “criminal or civil fines, fees or penalties” for “traffic citations” issued by automated enforcement devices on interstate roadways).

⁴⁵ See *Morales v. Par. of Jefferson*, 13-486 (La. App. 5 Cir. 4/30/14), 140 So.3d 375; *Rand v. City of New Orleans*, 2012-0348 (La. App. 4 Cir. 12/13/12), 125 So.3d 476.



52.

Based on the foregoing, LSA-R.S. 32:398.2 is applicable to the citations at issue. As such, they are required to be deposited with a court of competent jurisdiction or a duly authorized traffic violations bureau.⁴⁶ Moreover, § 32:398.2 mandates that the citations “*shall* be disposed of *only* by trial in the court of proper jurisdiction or any other official action by a judge of the court.”⁴⁷ The legislature has made it unlawful to dispose of the citations in any other manner.⁴⁸ In fact, the Louisiana Attorney General has opined that knowingly disposing of citations in any other manner may constitute malfeasance of office.⁴⁹

53.

As outlined in the factual background section above, the citations issued pursuant to the Ordinance were never deposited with a court or traffic violations bureau and were not adjudicated through official action of a judge. Instead, liability for the citation and the assessment of fines occurred entirely extra-judicially. Therefore, the imposition of fines and disposition of those citations is unlawful and occurred without authority. Thus, the fines do not constitute a lawful obligation and plaintiffs/putative class members are entitled to reimbursement pursuant to Civil Code Article 2299.

LACK OF AUTHORITY TO IMPOSE FINES IN THIS MANNER

54.

In addition to being patently illegal, the City also lacked authority to impose fines extra-judicially. As such, the assessment of fines to the plaintiffs and putative class members constitutes an *ultra vires* act and is void *ab initio*.

55.

Louisiana law is clear that “parishes and municipal corporations of this state are vested with no powers, and possess no authority, except such as are conferred upon, or delegated to them by the Constitution and statutes.”⁵⁰ Moreover, any power conferred to the municipality is strictly construed against the municipality to limit its authority.⁵¹ While municipalities have the authority

⁴⁶ LSA-R.S. 32:398.2(A).

⁴⁷ (emphasis added). LSA-R.S. 32:398.2(B).

⁴⁸ LSA-R.S. 32:398.2(C).

⁴⁹ La. Atty Gen. Op. No. 98-426, 1998 WL 842611.

⁵⁰ *State v. Jordan*, 207 La. 78, 83, 20 So.2d 543, 545 (La. 1944).

⁵¹ *City of Minden v. David Bros. Drug Co.*, 195 La. 791, 800, 197 So. 505, 508 (1940) (“It is also fundamental that a statute granting a municipality the right to exercise a designated portion of the police power must be strictly construed, and any fair and reasonable doubt of the existence of the power must be resolved against the municipality”).



to carry out the powers they are conferred, they may do so only when not otherwise prohibited by law.⁵²

56.

The Louisiana legislature has not authorized the City of Gretna to utilize administrative hearings for the adjudication of traffic citations.

57.

Through the enactment of LSA-R.S. 13:2571, the Louisiana Legislature authorized the City of Gretna, along with the City of Lafayette and any other municipal corporation with a population in excess of 25,000 people, to adopt an ordinance establishing an administrative adjudication hearing procedure for parking violations. However, this authority was limited only to violations of “a parking, stopping, or standing ordinance.” It did not extend to authorizing administrative hearings for adjudication of moving traffic ordinance violations such as speeding. No such authorization has ever been enacted by the Louisiana legislature.

58.

In addition to the lack of authorization, the adjudication of a violation “of any traffic ordinance of any city or town” outside of the official action of a judge is expressly prohibited by LSA-R.S. 32:398.2. As such, defendants’ assessment of fines through administrative hearings is done without authority, constitutes an *ultra vires* act, and is void *ab initio*.

LACK OF AUTHORITY TO OPERATE THE SUBJECT
PHOTO ENFORCEMENT PROGRAM

59.

Additionally, the City and Redflex lack the authority to even operate the automated speed enforcement devices utilized to issue the subject citations.

60.

Regardless of whether the automated speed enforcement devices are located on a city street or state highway, approval by the DOTD is required.

61.

With regard to local roads, the Highway Transportation Act states that local municipal authorities may enforce “the provisions of this Chapter, regulations of the department and of the commissioner and *local regulations* adopted pursuant hereto, by means of police officers or by

LSA-R.S. 33:361.



the use of *traffic-control devices approved by the department.*⁵³ “Department” means the DOTD.⁵⁴ Automated speed enforcement devices constitute a “traffic control device.”⁵⁵ As such, the City is only authorized to use automated speed enforcement devices if they are first approved by the DOTD.

62.

With regard to the use of automated speed enforcement devices on “state highways,” Louisiana law requires that written permission be obtained from the DOTD. LSA-R.S. 32:235(C) explicitly states that “No local municipal or parish authority shall place or maintain any traffic control device upon any state maintained highway without having first obtained the written approval of the department.” Moreover, LSA-R.S. 32:41 states that any local ordinance that will supplement, alter, or change state traffic laws on a state highway must be approved by the DOTD.

63.

“State maintained highway” means any highway in this state that is contained in the state highway system as defined by law or which is maintained by the department.⁵⁶ This definition also includes “all municipal roads or streets which form a continuation” of a state maintained highway.⁵⁷

64.

Defendants operated their electronic speed enforcement devices on the right-of-way of both state and local highways. However, neither Gretna nor Redflex have obtained permission or approval from the DOTD for its program, devices, or ordinance. Therefore, the program is operating without authority, violates prohibitory laws, constitutes an *ultra vires* act, and the fines imposed do not constitute a lawful obligation.

REDFLEX’S LACK OF AUTHORITY TO OPERATE THE SUBJECT PROGRAM

65.

When enacted, the Ordinance stated that the “The department is responsible for the enforcement and administration of sections 90-505 through 90-511, inclusive.”⁵⁸ It goes on to state

⁵³ (emphasis added). LSA-R.S. 32:41(A)(2).

⁵⁴ LSA-R.S. 32:1(14).

⁵⁵ Pursuant to LSA-R.S. 32:1(82), the definition of “traffic control device” includes devices used “for the purpose of regulating, warning or guiding traffic.” Likewise, the Act (via LSA-R.S. 32:43) refers to automated speed enforcement devices as being a device used “to regulate traffic.”

⁵⁶ LSA-R.S. 32:1(72).

⁵⁷ LSA-R.S. 48:193 (A).

⁵⁸ Ord. 90-507(a).



that “the department may enforce and administer sections 90-505 through 90-511, or any parts thereof, through one or more contractors *selected in accordance with applicable law.*”⁵⁹

66.

The Gretna City Code of Ordinances states that all service contracts in excess of \$5,000 require at least three competitive bids to be solicited.⁶⁰ The identity of the solicitor and bids must be also be documented.⁶¹

67.

In the present case, the City entered into its agreement with Redflex on April 9, 2008, the same day that the Ordinance was adopted. As such, the contract was either entered into before the Ordinance was ever passed or in the night-time hours after the City Council adjourned its meeting at 9:35 pm.

68.

Upon information and belief, the service contract with Redflex was never let for competitive bidding and the award of that contract failed to comply with “applicable law.” As such, the assignment of enforcement of the Ordinance to Redflex was unlawful, unauthorized and insufficient to confer enforcement authority to Redflex.

FAILURE TO PROVIDE A NEUTRAL, UNBIASED ARBITER

69.

Notwithstanding the illegality of defendants’ use of the automated speed enforcement devices and their extra-judicial adjudication process, defendants’ procedures also fail to satisfy the due process guarantees of Article I, § 2 of the Louisiana Constitution by failing to provide a neutral, unbiased arbiter.

70.

Due process requires that a party be provided with a decision-maker that is “neutral and detached.”⁶² This requirement applies equally to administrative hearings.⁶³

⁵⁹ (emphasis added). *Id.*

⁶⁰ Ord. 2-146 (previously codified as Ord. 2-137).

⁶¹ *Id.*

⁶² *City of Alexandria v. Alexandria Civil Serv. Comm’n*, 2009-484 (La. App. 3 Cir. 11/4/09), 23 So.3d 407, 413; *Rand v. City of New Orleans*, 2012-0348 (La. App. 4 Cir. 12/13/12), 125 So.3d 476, 481.



71.

The requirement of an impartial decision-maker is so essential that actual bias on the part of the decision-maker is not necessary for a due process violation to occur.⁶⁴ Instead, a lack of the appearance of fairness is sufficient to constitute a due process violation.⁶⁵ This standard requires both “the appearance of fairness and the absence of a probability of outside influence on the adjudication.”⁶⁶ Stated simply, “justice must satisfy the appearance of justice.”⁶⁷

72.

Under this standard, the decision-maker cannot have a financial interest (either direct or indirect) in the matter being decided.⁶⁸ In fact, Louisiana courts have already decided that a due process violation exists when the hearing officer in a traffic violation administrative hearing is paid by the city.⁶⁹

73.

Additionally, due process prohibits the decision-maker from occupying inconsistent positions.⁷⁰ As such, the commingling of prosecutorial and adjudicative functions violates due process guarantees.⁷¹

74.

The administrative procedure offered to plaintiffs and the class members violated Article I, § 2 of the Louisiana Constitution because the decision-maker had a financial interest in the outcome of the hearing and occupied inconsistent positions of both prosecutor/advocate and decision-maker.

75.

While the City only occupies 3.5 square miles of land and has a population of just 17,736 (as of the 2010 census), it has collected on average more than \$2,700,000 per year when the program has been fully operational. This is not only a significant amount of money (particularly for a city of this size), but it has constituted as much as 19.90% of the City’s total revenues. Thus, the City has a significant financial stake in the assessment of photo speed enforcement fines. If

⁶⁴ *In re Murchison*, 349 U.S. 133, 136, 75 S. Ct. 623, 625 (1955); *Caperton v. A.T. Massey Coal Co., Inc.*, 556 U.S. 868, 883, 129 S. Ct. 2252, 2263 (2009).

⁶⁵ *Georgia Gulf Corp. v. Bd. of Ethics for Pub. Employees*, 96-1907 (La. 5/9/97), 694 So.2d 173, 177, citing *In re Mutchison*, 349 U.S. at 136, 75 S.Ct. at 625.

⁶⁶ *Haygood v. Louisiana State Bd. of Dentistry*, 2011-1327 (La. App. 4 Cir. 9/26/12), 101 So.3d 90, 97.

⁶⁷ *In re Mutchison*, 349 U.S. at 136, 75 S.Ct. at 625.

⁶⁸ *Rand* at 481; *Caliste v. Cantrell*, 937 F.3d 525, 530 (5th Cir. 2019).

⁶⁹ *Id.*

⁷⁰ *Id.*; *Wilson v. City of New Orleans*, 479 So.2d 891, 901-02 (La. 1985).

⁷¹ *Id.*; *Georgia Gulf Corp.* at 176.



such assessments did not occur as projected, the City would suffer a multi-million-dollar budget shortfall. Nonetheless, the hearing officer who decides whether the City has met its burden of proof necessary to collect these fines is an employee of and paid by the City. Thus, the hearing officer is being compensated by a party who has a significant financial stake in the outcome. This is constitutionally impermissible.⁷²

76.

The problem of the City's financial interest in the assessment of the subject fines is compounded by the fact that the focus of the photo enforcement program emphasizes revenue generation above public safety. The program is implemented by a private, for-profit corporation whose primary objective is financial gain. Furthermore, defendants have not performed any traffic studies regarding the appropriate speed for photo enforcement (the accepted practice is to perform a speed study and set the limit for enforcement at the 85th percentile of routine traffic speed). Setting the speed lower, while increasing citation revenue, actually increases the danger of traffic crashes. Moreover, in the twelve years since the program was implemented, there has been no significant reduction in the number of citations issued. Instead, the number of citations has often increased. Thus, there has been no deterrent effect and the program has only served as a planned, budgeted source of funds constituting a significant portion of the City's revenue.

77.

The Due Process guarantees of Article I, § 2 of the Louisiana Constitution are also violated because the City improperly acts as a judge in its own case in these administrative hearings.

78.

The City is a municipal corporation and therefore a juridical person.⁷³ As such, it can act only through its officers, agents, and servants.⁷⁴ Moreover, the Ordinance makes clear that the hearing officer is acting as the City in deciding liability, noting that the hearing officer's decision is the "final decision by Gretna City Government."⁷⁵ Thus, in the administrative hearings at issue, the City is deciding whether payment is owed to itself and whether it has satisfied its own burden of proof (it is both a party and the decision-maker). Our law is clear that "no man can be a judge

⁷² *Rand* at 481-82.

⁷³ *Hunt v. Town of New Llano*, 2005-1434 (La. App. 3 Cir. 5/3/06), 930 So.2d 251, 254.

⁷⁴ *Cont'l Supply Co. v. Int'l Gas Products*, 145 So. 119, 122 (La. 1932).

⁷⁵ Ord. 90-508(i).



in his own case and no man is permitted to try cases where he has an interest in the outcome.”⁷⁶

That is precisely what occurs in these administrative hearings.

79.

In addition to the financial interest of the City, the administrative hearings violate due process guarantees because the hearing officer occupies inconsistent positions of prosecutor and decision-maker. In the hearings attended by Mr. Brantley, Ms. Tortorich, Ms. Streva, and other putative class members, the hearing officer acted in a prosecutorial manner by presenting the evidence against the purported violator and questioning him or her. The same hearing officer then decides whether the proof he himself presented was sufficient to satisfy his own burden of proof. Such a dual role of prosecutor and hearing officer is a clear due process violation.⁷⁷

80.

In light of the City’s financial interest in the outcome of the administrative hearings, its position as the decision-maker in its own case, and the hearing officer’s dual roles of prosecutor/advocate and decision-maker, the procedure implemented by defendants constitutes a violation of Article I, § 2 of the Louisiana Constitution.

TOTAL DISREGARD OF ANY EVIDENTIARY STANDARD

81.

The administrative hearings provided under the Ordinance also violate the due process guarantees of Article I, § 2 of the Louisiana Constitution because it is devoid of any meaningful evidentiary standard.

82.

The Ordinance states that liability for the citation “must be proved at the hearing by a preponderance of the evidence.”⁷⁸ Nonetheless, under the procedures adopted and implemented by defendants, the only evidence introduced at the hearings are photographs of the vehicle with a purported speed stamped in the corner and the bare allegation of the issuing officer that a violation occurred. This allegation is devoid of any factual support and the officer making the allegation has no personal knowledge of the vehicle’s speed or the accuracy of the equipment. Thus, liability is assessed based solely on the bare allegation of an individual with no personal knowledge. The

⁷⁶ *In re Mutchison*, 349 U.S. at 136, 75 S. Ct. at 625.

⁷⁷ *Rand* at 481-82; *Haygood* at 95.

⁷⁸ Ord. 90-508(d).



imposition of monetary fines on this meager evidentiary basis contradicts both the City's own Ordinance and the due process guarantees of Article I, § 2 of the Louisiana Constitution.

THE TOTALITY OF THE ADMINISTRATIVE HEARING PROCESS'
DISREGARD OF STATE AND LOCAL LAWS

83.

Additionally, the procedure for the subject administrative hearings adopted and implemented by defendants violates Article I, § 2 of the Louisiana Constitution because it totally disregards state law, state regulations, local law, and the protections of the Louisiana Constitution, such that no meaningful process is offered and the assessment of fines is left to the arbitrary and capricious whim of the hearing officer.

84.

As noted above, the hearings implemented by defendants violate state law and DOTD regulations as an extra-judicial disposition of traffic citations through the use of unapproved and un-permitted equipment. However, defendants' procedure also violates the terms of the local ordinance itself.

85.

Ordinance 90-508(d) requires that liability be proven by a preponderance of the evidence. The Ordinance also allows for the accuracy of the devices to be proven through the affidavit of an officer. However, as outlined above, no such affidavit is provided. Instead, it was the established policy, practice, and procedure of the City, through the hearing officer, to impose liability based only upon the unverified, un-notarized, conclusory allegation of the officer without factual support that a violation had occurred. This fails to satisfy even the Ordinance's own meager requirements.

86.

Based upon the foregoing, it was the policy and procedure for administrative hearings to totally disregard all applicable laws, regulations, and ordinances such that no meaningful process is provided. Instead, the determination was rendered with no real standard and based upon the hearing officer's personal whims.

87.

When these circumstances are viewed as a whole, this total disregard of standards of any type fails to satisfy the requirements of Article I, § 2 of the Louisiana Constitution.



LACK OF AUTHORITY FOR THE IMPOSITION OF HEARING FEES

88.

Notwithstanding the fact that defendants' entire scheme for operating automatic speed enforcement devices and imposing fines is unlawful, defendants further lack authority for the \$30 "hearing fee" charged to Mr. Brantley, Ms. Tortorich, Ms. Streva, and other putative class members.

89.

Defendants charged and collected \$30 from each person who was fined after requesting a hearing.

90.

There is no legislative authority in the Ordinance or elsewhere authorizing the assessment of a hearing fee. While the Ordinance does reference that the hearing officer's written ruling will include the amount of any hearing fees, there is no legislation actually giving him or anyone else the authority to assess such a fee. As such, these fees were charged without authority, the money was not actually owed, and plaintiffs and the putative class members are entitled to a refund. Moreover, the fees served to openly discourage and penalize citizens who sought to exercise their constitutional right to due process regarding the imposition of the subject fines.

VIOLATION OF ARTICLE VI, § 9 OF THE LOUISIANA CONSTITUTION

91.

Article VI, § 9 of the Louisiana Constitution prohibits any governmental subdivision from enacting an ordinance governing a private or civil relationship.

92.

In Louisiana, vicarious liability only exists in certain "special relationships."⁷⁹ Louisiana does not recognize civil liability for the mere ownership of a vehicle that is operated improperly.⁸⁰

93.

Notwithstanding these well-settled principles, the Ordinance creates vicarious civil liability on the part of the owner.⁸¹ This constitutes an alteration of Louisiana law regarding the private relationship between the vehicle owner and the driver, which violates Article VI, § 9 of the Louisiana Constitution.

⁷⁹ *McNeil v. Miller*, 2008-1973 (La. App. 1 Cir. 3/27/09), 10 So.3d 327, 331.

⁸⁰ *Dickerson v. Broom, Inc.*, 532 So.2d 814 (La. App. 4th Cir. 1988).

Ord. No. 506(b).



RETURN OF THING NOT OWED

94.

Pursuant to Louisiana Civil Code Article 2299, “a person who has received a payment of a thing not owed to him is bound to restore it to the person from whom he received it.” “A thing is not owed when it is paid or delivered for the discharge of an obligation that does not exist.”⁸²

95.

The Louisiana Supreme Court has acknowledged the importance of these codal provisions, holding that “no principle is better recognized by law and jurisprudence than that he who receives what is not due to him, whether he receives it through error or knowingly, obliges himself to restore it to him from whom he has unduly received it, and that he who has thus paid through mistake, believing himself a debtor, may reclaim what he has paid.”⁸³

96.

The City and Redflex demanded and collected fines, fees, and penalties from plaintiffs and putative class members without legal authority to do so. As outlined above, the assessment of fines in the manner employed was illegal, unconstitutional, and beyond the scope of defendants’ authority. As such, no lawful obligation existed and defendants are legally required to return all monies collected.

JUDICIAL INTEREST

97.

In addition to the return of monies unlawfully collected, plaintiffs and putative class members are also entitled to, and specifically pray for, judicial interest from the date of initial judicial demand until paid.

CLASS CERTIFICATION

98.

As will be set out more fully in the forthcoming motion for class certification, the present lawsuit should be certified as a class action pursuant to Louisiana Code of Civil Procedure Articles 591 and 592.

⁸² La. C.C. art. 2300.

⁸³ *State v. City of New Orleans*, 38 La. Ann. 119, 121 (1886).



99.

Tens of thousands of putative class members have been assessed and paid fines under the unlawful Ordinance. The number of putative class members and the relatively small size of the individual claims make joinder impracticable and judicially inefficient.

100.

Each member of the putative class has identical claims based upon the same questions of law and fact (namely the legality of the imposition of fines under the Ordinance), which will be subject to the same legal defenses. These common issues overwhelmingly predominate over any individual issues.

101.

The claims of the class representatives herein are representative and typical of the claims of the putative class members, namely the legality of the Ordinance and its implementation by defendants. The plaintiffs and proposed class representatives are also representative of a broad cross-section of putative class members. Plaintiffs herein paid citations both with and without a hearing, during all relevant time periods, and on roads that are classified as both local and state highways.

102.

The plaintiffs/putative class representatives understand and appreciate that they must fairly and adequately represent the interests of the putative class and have knowingly, voluntarily, and intelligently accepted that responsibility. They are qualified and will adequately represent the interests of the class.

103.

The putative class will consist of objectively defined members. In particular, the class will consist of persons who have been assessed and paid monetary fines pursuant to the Ordinance since its enactment in 2008.

104.

The prosecution of separate actions by individual class members would result in inconsistent and varying results and questions of law and fact common to the members predominate over any questions affecting only individual members. Moreover, adjudication of the claims at issue will be dispositive of the claims common to the class as a whole. As such, a class

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action is the superior method for fairly and efficiently adjudicating the claims of the class members and also serves to protect defendants from repeated litigation of identical legal claims.

105.

Resolution of the claims of the putative class members is not dependent upon proof as to individual class members. To the contrary, the present lawsuit addresses the general legality of the Ordinance and the policies and procedures implemented by defendants in executing the Ordinance.

RELIEF REQUESTED

106.

Plaintiffs request that the above class be certified, that a declaratory judgment be entered declaring the Ordinance and its application unlawful, that an injunction be entered prohibiting Gretna and Redflex from enforcement of the Ordinance or collection of fines pursuant to its provisions, and for an award of monetary damages consisting of (1) the return of all fines, penalties, fees, costs, processing fees, and all gross proceeds collected pursuant to the Ordinance, and (2) judicial interest from the date of initial judicial demand until paid.

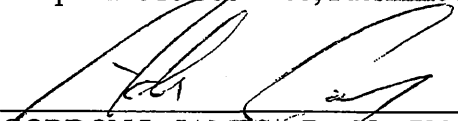
JURY REQUEST

107.

Plaintiffs, on behalf of themselves and members of the putative class, pray for a trial by 12-person jury to the fullest extent allowed by law.

Respectfully submitted,

HUDSON, POTTS & BERNSTEIN, LLP
1800 Hudson Lane, Suite 300 (71201)
Post Office Drawer 3008
Monroe, Louisiana 71210-3008
Telephone 318-388-4400; Facsimile 318-322-4194



GORDON L. JAMES – Bar No. 7224
ROBERT M. BALDWIN – Bar. No. 01224
G. ADAM COSSEY – Bar No. 31678
Attorneys for Plaintiffs, Individually and on behalf
of a putative class of similarly situated persons



CERTIFICATE OF SERVICE

I do hereby certify that a copy of the above and foregoing has been furnished to the following via email and by mailing same, postage prepaid:

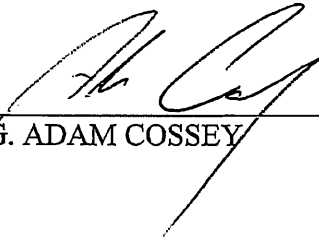
Leonard L. Levenson
LEONARD L. LEVENSON & ASSOCIATES
650 Poydras
New Orleans, Louisiana 70130

E. John Litchfield
Monica D. Gibson
BERRIGAN LITCHFIELD, LLC
201 St. Charles Avenue, Suite 4204
New Orleans, Louisiana 70170

Kent A. Lambert
Leopoldo Yanez
Baker Donelson Bearman Caldwell & Berkowitz, PC
201 St. Charles Avenue, Suite 3600
New Orleans, Louisiana 70170

Jeffrey M. Wale
Department of Justice – Civil Division
P.O. Box 94005
Baton Rouge, LA 70804

Dated this 18th day of May, 2020.



G. ADAM COSSEY

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OFFICIAL MINUTES OF
CITY OF GRETNA

Gretna, LA

Wednesday, April 9, 2008

Councilman Bolar stated that this situation should be explored further, because if a homeowner raised his lot 3 to 4-feet, would the city prefer for them to raise the meter boxes or the sewer clean out. He firmly believed that the city should begin by making homeowners responsible to notify the city when doing elevation because it could become burdensome financially to senior citizens.

Councilman Cox asked how many times had the city had problems with the water meter and sewer clean-out being covered.

Councilwoman Beevers expressed concerns and stated that upon riding around the city with the new Public Works Director, they were approached by a resident informing them that she was going to have her property elevated and warned them to send someone to mark the sewer clean-out and water meter box before dirt covers them.

Mr. Baudoin stated that when it comes to sewer clean-out, they are usually three to four-inches underneath the ground.

Mr. Mike Baudoin, Public Works Utilities stated that the problems the city faces occasionally was there was an existing structure that was demolished and there was an existing water connection, the city then would have to go out and install a new water meter service. When people have to raise their property, it is costly for the city if there is an already existing service connection there. If they are raising their property then they should it at their cost to also raise the water meter and sewer clean-out.

Mayor Harris stated that the city knows that the base flood elevation would affect levels of the height of the lots in the City of Gretna because it's a new rule. The city was trying to grasp and handle before having to catch up. He expressed that maybe the ordinance should be amended to include the water service, the need to move in this direction, otherwise it would never catch up and will always be behind.

Councilman Bolar stated that the majority of the meters are too deep. The majority of the people in this area definitely qualify for the \$30,000 to raise their property and if they get the grant, then they should pay the service to be raised.

Councilman Rau stated that the contractors should absorb the cost of getting the waterline to the right level and the action of the city would be in anticipation of the new FEMA requirements.

Councilman Rau withdrew his motion to adopt the ordinance in order to get specific information as to anticipated situations the city would have and what would be the cost.

Mr. Morgan stated that the homeowner would have a choice when meeting FEMA regulations whether just to raise their slab or to raise the elevation of the entire lot. This ordinance was designed for the homeowner that chooses to raise the entire lot for whatever purposes, then he should have to bear the cost of getting the water meter and sewer clean-out up to where the city determines.

Councilwoman Constant asked how could this ordinance be applied to existing homes. The ordinance should apply to new construction only.

On motion by **Councilwoman Constant** and seconded by **Councilman Bolar**, **IT WAS RESOLVED** to amend the ordinance by limiting the ordinance to new construction only, and the same was unanimously approved.

2008-0409

On motion by **Councilman Rau** and seconded by **Councilman Cox**, the following ordinance was read and adopted section by section and then as a whole by the following vote:

Yeas: **Council Members Beevers, Bolar, Constant, Cox and Rau**

Nays: None

Absent: None

ORDINANCE NO. 3678

An ordinance of the City of Gretna Code of Ordinances amending Chapter 90, Traffic and Vehicles, by adding Article VII - Electronic Enforcement, Division 2 - Vehicle Speed, Sections 505 through 511 to establish and authorize the use of photographic vehicle speed enforcement systems for certain traffic signal violations and declaring them to be civil violations.



OFFICIAL MINUTES OF
CITY OF GRETNA

Gretna, LA

Wednesday, April 9, 2008

WHEREAS, the Gretna City Council finds there has been a high incidence of drivers disregarding speed limits on streets and at street intersections; and

WHEREAS, the Gretna City Council finds exceeding the speed limit endangers vehicles, operators and pedestrians alike by decreasing the efficiency of traffic control and homogeneous traffic flow and by increasing the number of serious traffic crashes to which public safety agencies must respond at the expense of the taxpayers; and

WHEREAS, the Gretna City Council finds a reduction in the number of drivers exceeding Speed Limits through a program utilizing photographic evidence and enforcement through the imposition of civil penalties will help promote and protect the health, safety, and welfare of the citizens of the City of Gretna; and

WHEREAS, the City of Gretna, operating under the powers granted to it by the Lawrason Act, has the power and authority to establish a program of enforcement of vehicle speed violations by the use of photographic evidence and the imposition of civil penalties.

NOW, THEREFORE, BE IT FURTHER ORDAINED by the Gretna City Council, that:

SECTION 1: All of the afore described "Whereas" clauses are adopted as part of this ordinance.

SECTION 2: Chapter 90, Traffic and Vehicles, of the City of Gretna Code of Ordinances is hereby amended by adding Article VII- Electronic Enforcement, Division 2 Speed Enforcement, Sections 90-505 through 90-511 to read as follows:

Sec. 90-505 Definitions.

For purposes of Sections 90-505 through 90-511, inclusive, the following definitions shall apply:

(1) Department shall mean the Police or Sheriff's Department, its successor, or an authorized representative as determined by the Police Chief or Sheriff.

(2) Police *Chief or Sheriff* shall mean the City or Parish Police Chief or Sheriff for the Gretna City Government.

(3) Intersection shall mean the place or area where two (2) or more streets intersect.

(4) Owner shall mean the owner of a vehicle as shown on the vehicle registration records of the Louisiana Department of Public Safety, Office of Motor Vehicles, or the analogous department or agency of another state or country.

(5) Photographic *Vehicle Speed Enforcement System or System* shall mean a system:

a. Consisting of an electronic system (certified by the International Association of Chiefs of Police (IACP) for mobile speed enforcement);

b. Capable of producing at least two (2) recorded images depicting the license plate attached to the rear of a vehicle being operated at a speed in excess of the Speed Limit.

(6) Recorded *Image* means an image recorded by the System depicting the rear of a vehicle which is automatically recorded on a photograph or digital image, which also depicts the recorded speed, date, location, and time of the recorded image.

(7) System *Location* means the approach to an intersection toward which a Photographic Vehicle Speed Enforcement System is directed and in operation or a segment of roadway on which a Vehicle Speed Enforcement System is in operation.

(8) *Speed Limit* shall mean the established regulatory Speed Limit on the subject roadway.

Sec. 90-506. Imposition of civil penalty for violations enforced by a Photographic Vehicle Speed Enforcement System.

OFFICIAL MINUTES OF
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(a) The Gretna City Council finds and determines a vehicle traveling over the Speed Limit for the vehicle's direction of travel damages the public by endangering vehicle operators and pedestrians alike, by increasing the number of serious traffic crashes to which public safety agencies must respond at the expense of the taxpayers, therefore decreasing the efficiency of traffic control and traffic flow efforts.

(b) Except as provided in (c) and (d) below, the Owner of a vehicle is liable for a civil penalty as shown in the following table if the vehicle is traveling at a speed in miles per hour (mph) greater than the Speed Limit as shown in the following table at a System Location. The following civil penalties shall apply to the Owner when captured by the System where the vehicle was recorded as traveling at the following speeds over the Speed Limit:

Speed over speed limit	Civil Penalty
5 through 10 mph	\$120
11 through 15 mph	\$140
16 through 20 mph	\$160
Greater than 20 mph	\$200

(c) For a second or subsequent violation by the same licensed vehicle during any (12) twelve-month period, the amount of the civil penalty assessed to the Owner shall be as follows:

Speed over speed limit	Civil Penalty
5 through 10 mph	\$180
11 through 15 mph	\$210
16 through 20 mph	\$240
Greater than 20 mph	\$300

(d) An Owner who fails to timely pay a civil penalty shall be subject to an additional late payment penalty of \$75.00 in addition to the original violation penalty.

Sec. 90-507. Enforcement; procedures.

(a) The Department is responsible for the enforcement and administration of Sections 90-505 through 90-511, inclusive. The Department may enforce and administer Sections 90-505 through 90-511, or any parts thereof, through one or more contractors selected in accordance with applicable law. The actions which can be used to enforce the payment of this civil penalty and related fees may consist of but not be limited to: immobilization of vehicles (booting), reporting the debt to collection agencies/credit reporting agencies, and/or initiating actions through the small claims court.

(b) In order to impose a civil penalty under this article, the Department shall mail a notice of violation to the Owner of the vehicle liable for the civil penalty not later than the thirtieth (14th) calendar day inclusive of weekends and legal holidays after the date the violation is alleged to have occurred.

(c) A notice of violation issued under this article shall contain the following:

- (1) A description of the violation alleged;
- (2) The date, time, and location of the violation;
- (3) A copy of a recorded image of the vehicle involved in the violation;
- (4) The amount of the civil penalty to be imposed for the violation;
- (5) The date by which the civil penalty must be paid;
- (6) A statement the person named in the notice of violation may pay the civil penalty in lieu of appearing at an administrative adjudication hearing;
- (7) Information informing the person named in the notice of violation:
 - a. Of the right to contest the imposition of the civil penalty in an administrative adjudication;
 - b. Of the manner and time in which to contest the imposition of the civil penalty; and
 - c. Failure to pay the civil penalty or to contest liability is a waiver of the right to appeal under Section 90-508.

OFFICIAL MINUTES OF
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Gretna, LA

Wednesday, April 9, 2008

- (8) A statement that a recorded image is evidence in a proceeding for the imposition of a civil penalty;
- (9) A statement indicating failure to pay the civil penalty within the time allowed shall result in the imposition of an additional late penalty of \$75 for each violation; and
- (10) Any other information deemed necessary by the Department.

(d) A notice of violation under this article is presumed to have been received on the tenth (10th) calendar day inclusive of weekends and legal holidays after the date the notice of violation is mailed.

(e) Once a System has been installed and/or becomes operational, the Gretna City Council shall adopt by resolution a date for the Department to begin issuing civil citations. Prior to this established date, the Department may issue warning notices of the alleged violations as part of an education/public notification effort.

Sec. 90-508. Administrative adjudication hearing.

(a) A person who receives a notice of violation may contest the imposition of the civil penalty by a request in writing for an administrative adjudication of the civil penalty within thirty (30) calendar days inclusive of weekends and legal holidays after receipt of the notice of violation and posting a cash bond for the total amount due plus \$30.00, including late penalty. Upon receipt of a timely request and cash bond, the Department shall notify the person of the date and time of the administrative adjudication hearing.

(b) Failure to pay a civil penalty or to contest liability in a timely manner is a waiver of the right to appeal under section 90-508.

(c) The civil penalty shall not be assessed if after a hearing, the hearing officer enters a finding of no liability.

(d) In an administrative adjudication hearing, the issues must be proved at the hearing by a preponderance of the evidence. The reliability of the System used to produce the recorded image of the violation may be attested to in an administrative adjudication hearing by affidavit of an officer or the Department. An affidavit of a sworn law enforcement officer or from the Department that alleges a violation based on an inspection of the pertinent recorded image is admissible in a proceeding under this article and is evidence of the facts contained in the affidavit.

(e) A person who is found liable after an administrative adjudication hearing or who requests an administrative adjudication hearing and thereafter fails to appear at the time and place of the hearing shall forfeit their cash bond amount noted in Section 90-508(b).

(f) It shall be an affirmative defense to the imposition of civil liability under this article, to be proven by a preponderance of the evidence, that:

(1) The operator of the vehicle was acting in compliance with the lawful order or direction of a law enforcement or public safety officer;

(2) The operator of the vehicle violated the Speed Limit so as to move out of the way of an immediately approaching authorized emergency vehicle;

(3) The vehicle was being operated as an authorized emergency vehicle under La. R.S. 32:24, and the operator was acting in compliance with La. R.S. 32:24;

(4) At the time of the violation, the vehicle was in the care, custody or control of another person where the Owner furnishes a truthful affidavit, which identifies the name and mailing address of the person or entity who leased, rented or otherwise had the care, custody and control of the vehicle at the time of the violation. Responsibility for the violation under this section shall be transferred to the person identified in the affidavit;

(5) The person who received the notice of violation was not the Owner of the vehicle at the time of the violation; or

(6) At the time of the violation the vehicle was a stolen vehicle or the license plate displayed on the vehicle was a stolen plate, which must include proof acceptable to the hearing officer that the theft of the vehicle or license plate had been timely reported to the appropriate law enforcement agency.

OFFICIAL MINUTES OF
CITY OF GRETNA

Gretna, LA

Wednesday, April 9, 2008

(h) Notwithstanding anything in this article to the contrary, a person who fails to pay the amount of a civil penalty or to contest liability in a timely manner is entitled to an administrative adjudication hearing on the violation if:

(1) The person files an affidavit with the hearing officer stating the date on which the person received the notice of violation mailed to the person; and

(2) The person files a request for an administrative hearing within thirty (30) days from the date of receipt of the notice of violation, as stated in the affidavit.

(i) The decision of the hearing officer shall be the final decision by Gretna City Government. A person or persons aggrieved by a decision may file a petition for judicial review to the Municipal Court of the City of Gretna, within thirty (30) days after the date of entry of the decision.

Sec. 90-509. Order of Hearing Officer.

(a) The Hearing Officer at any administrative adjudication hearing under this article shall issue an order stating:

(1) Whether the person charged with the violation is liable for the violation; and

(2) The amount of any civil penalty, late penalty, and administrative adjudication cost assessed against the person.

(b) The orders issued under Subsection (a) may be filed with the office of the hearing examiner. The hearing examiner shall keep the orders in a separate index and file. The orders may be recorded using microfilm, microfiche, or other data processing techniques.

Sec. 90-510. Effect of liability; exclusion of civil remedy.

(a) The imposition of a civil penalty under this article shall not be considered a criminal conviction.

(b) A civil penalty may not be imposed under this article upon the Owner of a vehicle if the operator of the vehicle was arrested or was issued a speeding citation and notice to appear by a law or public safety officer as a violation of La. R.S. 32:232 if such violation was captured by the System.

(c) The Gretna City Attorney is authorized to file suit to enforce collection of unpaid fines and/or related fees and penalties imposed under Section 86-188 by lawful means to secure such payments.

Sec. 90-511 Court Management Fund.

The penalties, fines, and fees collected from the imposition of civil liability under this article shall be deposited into the Court Management Fund. Funds deposited into this Court Management Fund shall be expended first for the costs of the System (payment to the vendor/operator of the System, public relations, and general implementation of the program).

SECTION 3: All ordinances or resolutions, or parts thereof, in conflict herewith are hereby repealed.

Provided that a majority of the City of Gretna Council have voted in favor of this ordinance, this ordinance shall have the full force and effect of law at midnight on the tenth day following the Clerk's presentment of the same to the Mayor, in accordance with Louisiana Revised Statutes 33:406(c)(2) unless the Mayor returns the same, unsigned, to the Clerk during that ten-day period.



Citizens addressing the Mayor and City Council:

Mr. Charles McGowan, a Newton Street resident addressed the Mayor and City Council stating that he has been a Newton Street resident for 25-years. During the storm, Gretna needed him and he bent over backwards for Gretna. After the storm, he cleaned the streets for the Police Department to be able to travel the streets to patrol the area.

DIVISION 3. - SPEED ENFORCEMENT

Sec. 90-505. - Definitions.

For purposes of sections 90-505 through 90-511, inclusive, the following definitions shall apply:

Department shall mean the police or sheriff's department, its successor, or an authorized representative as determined by the police chief or sheriff.

Police chief or sheriff shall mean the city or parish police chief or sheriff for the Gretna City Government.

Intersection shall mean the place or area where two or more streets intersect.

Owner shall mean the owner of a vehicle as shown on the vehicle registration records of the Louisiana Department of Public Safety, Office of Motor Vehicles, or the analogous department or agency of another state or country.

Photographic vehicle speed enforcement system or system shall mean a system:

- (1) Consisting of an electronic system (certified by the International Association of Chiefs of Police (IACP) for mobile speed enforcement);
- (2) Capable of producing at least two recorded images depicting the license plate attached to the rear of a vehicle being operated at a speed in excess of the speed limit.

Recorded image means an image recorded by the system depicting the rear of a vehicle which is automatically recorded on a photograph or digital image, which also depicts the recorded speed, date, location, and time of the recorded image.

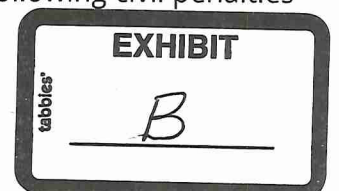
System location means the approach to an intersection toward which a photographic vehicle speed enforcement system is directed and in operation or a segment of roadway on which a vehicle speed enforcement system is in operation.

Speed limit shall mean the established regulatory speed limit on the subject roadway.

(Ord. No. 3678, § 2, 3-12-08)

Sec. 90-506. - Imposition of civil penalty for violations enforced by a photographic vehicle speed enforcement system.

- (a) The Gretna City Council finds and determines a vehicle traveling over the speed limit for the vehicle's direction of travel damages the public by endangering vehicle operators and pedestrians alike, by increasing the number of serious traffic crashes to which public safety agencies must respond at the expense of the taxpayers, therefore decreasing the efficiency of traffic control and traffic flow efforts.
- (b) Except as provided in subsections (c) and (d) below, the owner of a vehicle is liable for a civil penalty as shown in the following table if the vehicle is traveling at a speed in miles per hour (mph) greater than the speed limit as shown in the following table at a system location. The following civil penalties



shall apply to the owner when captured by the system where the vehicle was recorded as traveling at the following speeds over the speed limit:

Speed over speed limit	Civil Penalty
<u>5</u> through 10 mph	\$120.00
11 through 15 mph	\$140.00
<u>16</u> through 20 mph	\$160.00
Greater than 20 mph	\$200.00

(c) For a second or subsequent violation by the same licensed vehicle during any 12-month period, the amount of the civil penalty assessed to the owner shall be as follows:

Speed over speed limit	Civil Penalty
<u>5</u> through 10 mph	\$180.00
11 through 15 mph	\$210.00
<u>16</u> through 20 mph	\$240.00
Greater than 20 mph	\$300.00

(d) An owner who fails to timely pay a civil penalty shall be subject to an additional late payment penalty of \$75.00 in addition to the original violation penalty.

(Ord. No. 3678, § 2, 4-9-08)

Sec. 90-507. - Enforcement; procedures.

- (a) The department is responsible for the enforcement and administration of sections 90-505 through 90-511, inclusive. The department may enforce and administer sections 90-505 through 90-511, or any parts thereof, through one or more contractors selected in accordance with applicable law. The actions which can be used to enforce the payment of the civil penalty and related fees may consist of but not be limited to: immobilization of vehicles (booting), reporting the debt to collection agencies/credit reporting agencies, and/or initiating actions through the small claims court.
- (b) In order to impose a civil penalty under this division, the department shall mail a notice of violation to the owner of the vehicle liable for the civil penalty not later than the 14th calendar day inclusive of weekends and legal holidays after the date the violation is alleged to have occurred.
- (c) A notice of violation issued under this division shall contain the following:
- (1) A description of the violation alleged;

- (2) The date, time, and location of the violation;
 - (3) A copy of a recorded image of the vehicle involved in the violation;
 - (4) The amount of the civil penalty to be imposed for the violation;
 - (5) The date by which the civil penalty must be paid;
 - (6) A statement the person named in the notice of violation may pay the civil penalty in lieu of appearing at an administrative adjudication hearing;
 - (7) Information informing the person named in the notice of violation:
 - a. Of the right to contest the imposition of the civil penalty in an administrative adjudication;
 - b. Of the manner and time in which to contest the imposition of the civil penalty; and
 - c. Failure to pay the civil penalty or to contest liability is a waiver of the right to appeal under section 90-508
 - (8) A statement that a recorded image is evidence in a proceeding for the imposition of a civil penalty;
 - (9) A statement indicating failure to pay the civil penalty within the time allowed shall result in the imposition of an additional late penalty of \$75.00 for each violation; and
 - (10) Any other information deemed necessary by the department.
- (d) A notice of violation under this division is presumed to have been received on the tenth calendar day inclusive of weekends and legal holidays after the date the notice of violation is mailed.

(Ord. No. 3678, § 2, 4-9-08; Ord. No. 4014, 3-11-09)

Sec. 90-508. - Administrative adjudication hearing.

- (a) A person who receives a notice of violation may contest the imposition of the civil penalty by a request in writing for an administrative adjudication of the civil penalty within 30 calendar days inclusive of weekends and legal holidays after receipt of the notice of violation. Upon receipt of a timely request, the department shall notify the person of the date and time of the administrative adjudication hearing.
- (b) Failure to pay civil penalty or to contest liability in a timely manner is a waiver of the right to appeal under section 90-508
- (c) The civil penalty shall not be assessed if after a hearing, the hearing officer enters a finding of no liability.
- (d) In an administrative adjudication hearing, the issues must be proved at the hearing by a preponderance of the evidence. The reliability of the system used to produce the recorded image of the violation may be attested to in an administrative adjudication hearing by affidavit of an officer or the department. An affidavit of a sworn law enforcement officer or from the department that alleges a violation based on an inspection of the pertinent recorded image is admissible in a proceeding under this division and is evidence of the facts contained in the affidavit.
- (e) A person who is found liable after an administrative adjudication hearing or who requests an administrative adjudication hearing and thereafter fails to appear at the time and place of the hearing shall forfeit their cash bond amount noted in subsection 90-508(a).
- (f) If shall be an affirmative defense to the imposition of civil liability under this division, to be proven by a preponderance of the evidence, that:
 - (1) The operator of the vehicle was acting in compliance with the lawful order or direction of a law enforcement or public safety officer;

- (2) The operator of the vehicle violated the speed limit so as to move out of the way of an immediately approaching authorized emergency vehicle;
 - (3) The vehicle was being operated as an authorized emergency vehicle under R.S. 32:24, and the operator was acting in compliance with R.S. 32:24;
 - (4) At the time of the violation the vehicle was in the care, custody or control of another person where the owner furnishes a truthful affidavit which identifies the name and mailing address of the person or entity who leased, rented or otherwise had the care, custody and control of the vehicle at the time of the violation. Responsibility for the violation under this section shall be transferred to the person identified in the affidavit;
 - (5) The person who received the notice of violation was not the owner of the vehicle at the time of the violation; or
 - (6) At the time of the violation the vehicle was a stolen vehicle or the license plate displayed on the vehicle was a stolen plate, which must include proof acceptable to the hearing officer that the theft of the vehicle or license plate had been timely reported to the appropriate law enforcement agency.
- (h) Notwithstanding anything in this division to the contrary, a person who fails to pay the amount of a civil penalty or to contest liability in a timely manner is entitled to an administrative adjudication hearing on the violation if:
- (1) The person files an affidavit with the hearing officer stating the date on which the person received the notice of violation mailed to the person; and
 - (2) The person files a request for an administrative hearing within 30 days from the date of receipt of the notice of violation, as stated in the affidavit.
- (i) The decision of the hearing officer shall be the final decision by Gretna City Government. A person or persons aggrieved by a decision may file a petition for judicial review to the Municipal Court of the City of Gretna within 30 days after the date of entry of the decision.

(Ord. No. 3678, § 2, 4-9-08; Ord. No. 4014, 3-11-09)

Sec. 90-509. - Order of hearing officer.

- (a) The hearing officer at any administrative adjudication hearing under this division shall issue an order stating:
- (1) Whether the person charged with the violation is liable for the violation; and
 - (2) The amount of any civil penalty, late penalty, and administrative adjudication cost assessed against the person.
- (b) The orders issued under subsection (a) may be filed with the office of the hearing examiner. The hearing examiner shall keep the orders in a separate index and file. The orders may be recorded using microfilm, microfiche, or other data processing techniques.

(Ord. No. 3678, § 2, 4-9-08)

Sec. 90-510. - Effect of liability; exclusion of civil remedy.

- (a) The imposition of a civil penalty under this division shall not be considered a criminal conviction.
- (b) A civil penalty may not be imposed under this division upon the owner of a vehicle if the operator of the vehicle was arrested or was issued a speeding citation and notice to appear by a law or public safety officer as a violation of R.S. 32:232 if such violation was captured by the system.
- (c) The Gretna City Attorney is authorized to file suit to enforce collection of unpaid fines and/or related fees and penalties imposed under section 90-506 by lawful means to secure such payments.

(Ord. No. 3678, § 2, 4-9-08)

Sec. 90-511. - Court management fund.

The penalties, fines, and fees collected from the imposition of civil liability under this division shall be deposited into the court management fund. Funds deposited into this court management fund shall be expended first for the costs of the system (payment to the vendor/operator of the system, public relations, and general implementation of the program).

(Ord. No. 3678, § 2, 4-9-08)

EXCLUSIVE AGREEMENT BETWEEN THE CITY OF GRETNA, LOUISIANA
AND REDFLEX TRAFFIC SYSTEMS, INC. FOR
PHOTO RED LIGHT AND PHOTO SPEED ENFORCEMENT PROGRAM

This Agreement (this "Agreement") is made as of this 17 day of April, 2008 by and between Redflex Traffic Systems, Inc. with offices at 15020 N. 74th Street, Scottsdale, Arizona, 85260 ("Redflex"), and The City of Gretna, Louisiana a municipal corporation, with offices at 740 Second St., Gretna, Louisiana 70054 (the "Customer").

RECITALS

WHEREAS, Redflex has exclusive knowledge, possession and ownership of certain equipment, licenses, applications, and citation processes related to digital photo red light and speed enforcement systems; and

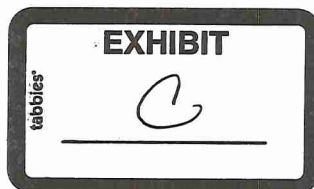
WHEREAS, the Customer desires to engage the services of Redflex to provide certain equipment, processes and back office services so that Authorized Employees of the Customer are able to monitor, identify and enforce red light running and speeding violations; and

WHEREAS, it is a mutual objective of both Redflex and the Customer to reduce the incidence of vehicle collisions at the traffic-controlled intersections and city streets that will be monitored pursuant to the terms of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for other valuable consideration received, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

1. DEFINITIONS. In this Agreement, the words and phrases below shall have the following meanings:
 - 1.1. "Authorized Employee" means the Project Manager or such other individual(s) as the Customer shall designate to review Potential Violations and to authorize the Issuance of Citations in respect thereto.
 - 1.2. "Authorized Violation" means each Potential Violation in the Violation Data for which authorization to issue a citation in the form of an Electronic Signature is given by the Authorized Employee by using the Redflex System.
 - 1.3. "Citation" means the notice of a Violation, which is mailed or otherwise delivered by Redflex to the violator on the appropriate Enforcement Documentation in respect of each Authorized Violation.



- 1.4. "Confidential or Private Information" means, with respect to any Person, any information, matter or thing of a secret, confidential or private nature, whether or not so labeled, which is connected with such Person's business or methods of operation or concerning any of such Person's suppliers, licensors, licensees, customers or others with whom such Person has a business relationship, and which has current or potential value to such Person or the unauthorized disclosure of which could be detrimental to such Person, including but not limited to:
- 1.4.1. Matters of a business nature, including but not limited to information relating to development plans, costs, finances, marketing plans, data, procedures, business opportunities, marketing methods, plans and strategies, the costs of construction, installation, materials or components, the prices such Person obtains or has obtained from its clients or customers, or at which such Person sells or has sold its services; and
- 1.4.2. Matters of a technical nature, including but not limited to product information, trade secrets, know-how, formulae, innovations, inventions, devices, discoveries, techniques, formats, processes, methods, specifications, designs, patterns, schematics, data, access or security codes, compilations of information, test results and research and development projects. For purposes of this Agreement, the term "trade secrets" shall mean the broadest and most inclusive interpretation of trade secrets.
- 1.4.3 Notwithstanding the foregoing, Confidential Information will not include information that: (i) was generally available to the public or otherwise part of the public domain at the time of its disclosure, (ii) became generally available to the public or otherwise part of the public domain after its disclosure and other than through any act or omission by any party hereto in breach of this Agreement, (iii) was subsequently lawfully disclosed to the disclosing party by a person other than a party hereto, (iv) was required by a court of competent jurisdiction to be described, or (v) was required by applicable state law to be described.
- 1.5. "Designated Intersection Approaches" means the Intersection Approaches set forth on Exhibit A attached hereto, and such additional Intersection Approaches as Redflex and the Customer shall mutually agree from time to time.
- 1.6. "Electronic Signature" means the method through which the Authorized Employee indicates his or her approval of the issuance of a Citation in respect of a Potential Violation using the Redflex System.
- 1.7. "Enforcement Documentation" means the necessary and appropriate documentation related to the Photo Red Light Enforcement Program, including but not limited to warning letters, citation notices (using the specifications of the Judicial Council and the City, a numbering sequence for use on all citation notices (in accordance with applicable court rules), instructions to accompany each issued Citation (including in such instructions a description of basic court procedures, payment options and information regarding the viewing of images and data collected by the Redflex System), chain of custody records, criteria regarding operational policies for processing Citations (including with respect to

- coordinating with the applicable vehicle registry), and technical support documentation for applicable court and judicial officers .
- 1.8. "Equipment" means any and all cameras, sensors, equipment, components, products, software and other tangible and intangible property relating to the Redflex Photo Red Light System(s), including but not limited to all camera systems, housings, sensor arrays, servers and poles.
 - 1.9. "Fine" means a monetary sum assessed for Citation, including but not limited to bail forfeitures, but excluding suspended fines.
 - 1.10. "Governmental Authority" means any domestic or foreign government, governmental authority, court, tribunal, agency or other regulatory, administrative or judicial agency, commission or organization, and any subdivision, branch or department of any of the foregoing.
 - 1.11. "Installation Date of the Photo Red Light Program" means the date on which Redflex completes the construction and installation of at least one (1) Intersection Approach in accordance with the terms of this Agreement so that such Intersection Approach is operational for the purposes of functioning with the Redlight Photo Enforcement Program.
 - 1.12. "Intellectual Property" means, with respect to any Person, any and all now known or hereafter known tangible and intangible (a) rights associated with works of authorship throughout the world, including but not limited to copyrights, moral rights and mask-works, (b) trademark and trade name rights and similar rights, (c) trade secrets rights, (d) patents, designs, algorithms and other industrial property rights, (e) all other intellectual and industrial property rights (of every kind and nature throughout the universe and however designated), whether arising by operation of law, contract, license, or otherwise, and (f) all registrations, initial applications, renewals, extensions, continuations, divisions or reissues hereof now or hereafter in force (including any rights in any of the foregoing), of such Person.
 - 1.13. "Intersection Approach" means a conduit of travel with up to four (4) contiguous lanes (or more where turn-lanes exist) (e.g., northbound, southbound, eastbound or westbound) on which at least one (1) system has been installed by Redflex for the purposes of facilitating Redlight Photo Enforcement by the Customer.
 - 1.14. "Operational Period" means the period of time during the Term, commencing on the Installation Date, during which the Photo Red Light Enforcement Program is functional in order to permit the identification and prosecution of Authorized Employee of the Customer and the issuance of Citations for such approved Violations using the Redflex System.
 - 1.15. "Person" means a natural individual, company, Governmental Authority, partnership, firm, corporation, legal entity or other business association.
 - 1.16. "Project Manager" means the project manager appointed by the Customer in accordance with this Agreement, which shall be an Authorized Employee and shall be responsible for overseeing the installation of the Intersection Approaches and the implementation of the Redlight Photo Enforcement Program, and which manager shall have the power and authority to make management decisions relating to the Customer's obligations pursuant to this Agreement, including but

not limited to change order authorizations, subject to any limitations set forth in the Customer's charter or other organizational documents of the Customer or by the city council or other governing body of the Customer.

- 1.17. "Potential Violation" means, with respect to any motor vehicle passing through a Designated Intersection Approach, the data collected by the Redflex System with respect to such motor vehicle, which data shall be processed by the Redflex System for the purposes of allowing the Authorized Employee to review such data and determine whether a Red Light Violation has occurred.
- 1.18. "Proprietary Property" means, with respect to any Person, any written or tangible property owned or used by such Person in connection with such Person's business, whether or not such property is copyrightable or also qualifies as Confidential Information, including without limitation products, samples, equipment, files, lists, books, notebooks, records, documents, memoranda, reports, patterns, schematics, compilations, designs, drawings, data, test results, contracts, agreements, literature, correspondence, spread sheets, computer programs and software, computer print outs, other written and graphic records and the like, whether originals, copies, duplicates or summaries thereof, affecting or relating to the business of such Person, financial statements, budgets, projections and invoices.
- 1.19. "Redflex Marks" means all trademarks registered in the name of Redflex or any of its affiliates, such other trademarks as are used by Redflex or any of its affiliates on or in relation to Photo Red Light Enforcement at any time during the Term this Agreement, service marks, trade names, logos, brands and other marks owned by Redflex, and all modifications or adaptations of any of the foregoing.
- 1.20. "Redflex Project Manager" means the project manager appointed by Redflex in accordance with this Agreement. Redflex shall designate a person by providing written notice thereof to the Customer from time to time, who shall be responsible for overseeing the construction and installation of the Designated Intersection Approaches and the implementation the Photo Red Light Enforcement Program, and who shall have the power and authority to make management decisions relating to Redflex's obligations pursuant to this Agreement, including but not limited to change-order authorizations. Initially that person shall be Customer Service Representative Leah Adams.
- 1.21. "Redflex Photo Red Light and Speed Enforcement System" means, collectively, the SmartCam™ System, the SmartOps™ System, the Redlight and Speed Photo Enforcement Program, and all of the other equipment, applications, back office processes and digital red light traffic enforcement cameras, sensors, components, products, software and other tangible and intangible property relating thereto.
- 1.22. "Photo Red Light and Speed Enforcement Program" means the process by which the monitoring, identification and enforcement of Violations is facilitated by the use of certain equipment, applications and back office processes of Redflex, including but not limited to cameras, flashes, central processing units, signal controller interfaces and sensor arrays which, collectively, are capable of measuring Violations and recording such Violation data in the form of photographic images of motor vehicles.

- 1.23. "Photo Redlight Violation Criteria" means the standards and criteria by which Potential Violations will be evaluated by Authorized Employees of the Customer, which standards and criteria shall include, but are not limited to, the duration of time that a traffic light must remain red prior to a Violation being deemed to have occurred, and the location(s) in an intersection which a motor vehicle must pass during a red light signal prior to being deemed to have committed a Violation, all of which shall be in compliance with all applicable laws, rules and regulations of Governmental Authorities.
- 1.24. "SmartCam™ System" means the proprietary digital redlight photo enforcement system of Redflex relating to the Photo Red Light Enforcement Program.
- 1.25. "SmartOps™ System" means the proprietary back-office processes of Redflex relating to the Photo Red Light Enforcement Program.
- 1.26. "SmartScene™ System" means the proprietary digital video camera unit, hardware and software required for providing supplemental violation data.
- 1.27. "Traffic Signal Controller Boxes" means the signal controller interface and detector, including but not limited to the radar or video loop, as the case may be.
- 1.28. "Violation" means any traffic violation as defined by Ordinance(s), including amendments, of the City of Gretna, including but not limited to operating a motor vehicle contrary to traffic signals and operating a vehicle at a speed in excess of the posed speed limit.
- 1.29. "Violations Data" means the images and other Violations data gathered by the Redflex System at the Designated Intersection Approaches.
- 1.30. "Warning Period" means the period of thirty (30) days after the Installation Date of the first intersection approach.
2. **TERM.** Unless terminated or unless the subject matter of this Agreement is rendered illegal, voidable or void by actions of the Louisiana Legislature, the term of this Agreement shall commence as of the date hereof and shall continue for a period of five (5) years after the Installation Date (the "Initial Term"). The Customer shall have the right, but not the obligation, to extend the term of this Agreement for up to two (2) additional consecutive and automatic two (2) year periods following the expiration of the Initial Term (each, a "Renewal Term" and collectively with the Initial Term, the "Term"). The Customer may exercise the right to extend the term of this Agreement for a Renewal Term by providing written notice to Redflex not less than thirty (30) days prior to the last day of the Initial Term or the Renewal Term, as the case may be.
3. **SERVICES.** Redflex shall provide the Photo Red Light Enforcement Program to the Customer, in each case in accordance with the terms and provisions set forth in this Agreement.
- 3.1. **INSTALLATION.** With respect to the construction and installation of (1) Designated Intersection Approaches and the installation of the Redflex System at such Designated Intersection Approaches, the Customer and Redflex shall have the respective rights and obligations set forth on Exhibit B attached hereto.

- 3.2. MAINTENANCE. With respect to the maintenance of the Redflex System at the Designated Intersection Approaches the Customer and Redflex shall have the respective rights and obligations set forth on Exhibit C attached hereto.
- 3.3. VIOLATION PROCESSING. During the Operational Period, Violations shall be processed as follows:
- 3.3.1. All Violations Data shall be stored on the Redflex System;
 - 3.3.2. The Redflex System shall process Violations Data gathered from the Designated Intersection Approaches into a format capable of review by the Authorized Employee via the Redflex System;
 - 3.3.3. The Redflex System shall be accessible by the Authorized Employee through a virtual private network in encrypted format by use of a confidential password on any computer equipped with a high-speed internet connection and a web browser;
 - 3.3.4. Redflex shall provide the Authorized Employee with access to the Redflex System for the purposes of reviewing the pre-processed Violations Data within seven (7) days of the gathering of the Violation Data from the applicable Designated Intersection Approaches
 - 3.3.5. The Customer shall cause the Authorized Employee to review the Violations Data and to determine whether a citation shall be issued with respect to each Potential Violation captured within such Violation Data, and transmit each such determination in the form of an Electronic Signature to Redflex using the software or other applications or procedures provided by Redflex on the Redflex System for such purpose, and ~~REDFLEX HEREBY ACKNOWLEDGES AND AGREES THAT THE DECISION TO ISSUE A CITATION SHALL BE THE SOLE UNILATERAL AND EXCLUSIVE DECISION OF THE AUTHORIZED EMPLOYEE AND SHALL BE MADE IN SUCH AUTHORIZED EMPLOYEE'S SOLE DISCRETION (A "CITATION DECISION"), AND IN NO EVENT SHALL REDFLEX HAVE THE ABILITY OR AUTHORIZATION TO MAKE A CITATION DECISION.~~
 - 3.3.6. With respect to each Authorized Violation, Redflex shall print and mail a Citation within five (5) days after Redflex's receipt of such authorization; provided, however, during the Warning Period, warning violation notices shall be issued in respect of all Authorized Violations;
 - 3.3.7. Redflex shall provide a toll-free telephone number for the purposes of answering citizen inquiries
 - 3.3.8. Redflex shall permit the Authorized Employee to generate monthly reports using the Redflex Standard Report System.
 - 3.3.9. Upon Redflex's receipt of a written request from the Customer and in addition to the Standard Reports, Redflex shall provide, without cost to the Customer, reports regarding the processing and issuance of Citations, the maintenance and downtime records of the Designated Intersection Approaches and the functionality of the Redflex System with respect thereto to the Customer in such format and for such periods as the Customer may reasonably request; provided, however, Redflex shall not be obligated to

provide in excess of six (6) such reports in any given twelve (12) month period without cost to the Customer;

- 3.3.10. Upon the Customer's receipt of a written request from Redflex, the Customer shall provide, without cost to Redflex, reports regarding the prosecution of Citations and the collection of fines, fees and other monies in respect thereof in such format and for such periods as Redflex may reasonably request; provided, however, the Customer shall not be obligated to provide in excess of six (6) such reports in any given twelve (12) month period without cost to Redflex;
- 3.3.11. During the six (6) month period following the Installation Date and/or upon Redflex's receipt of a written request from the Customer at least fourteen (14) calendar days in advance of court proceeding, Redflex shall provide expert witnesses for use by the Customer in prosecuting Violations; provided, however, the Customer shall use reasonable best efforts to seek judicial notice in lieu of requiring Redflex to provide such expert witnesses; and
- 3.3.12. During the three (3) month period following the Installation Date, Redflex shall provide such training to Customer personnel as shall be reasonably necessary in order to allow such personnel to act as expert witnesses on behalf of the Customer with respect to the Redlight Enforcement Program.
- 3.3.13. Redflex Traffic Systems shall provide Photo Speed Enforcement programs that utilize both fixed and mobile devices capable of accurately detecting and photographing vehicles exceeding the posted speed limits.
- 3.4. PROSECUTION AND COLLECTION; COMPENSATION. The Customer shall diligently prosecute Citations and the collection of all Fines in respect thereof, and Redflex shall have the right to receive, and the Customer shall be obligated to pay, the compensation set forth on Exhibit D attached hereto.
- 3.5. OTHER RIGHTS AND OBLIGATIONS. During the Term, in addition to all of the other rights and obligations set forth in this Agreement, Redflex and the Customer shall have the respective rights and obligations set forth on Exhibit E attached hereto.
- 3.6. CHANGE ORDERS. The Customer may from time to time request changes to the work required to be performed or the addition of products or services to those required pursuant to the terms of this Agreement by providing written notice thereof to Redflex, setting forth in reasonable detail the proposed changes (a "Change Order Notice"). Upon Redflex's receipt of a Change Order Notice, Redflex shall deliver a written statement describing the effect, if any, the proposed changes would have on the pricing terms set forth in Exhibit D (the "Change Order Proposal"), which Change Order Proposal shall include (i) a detailed breakdown of the charge and schedule effects, (ii) a description of any resulting changes to the specifications and obligations of the parties, (iii) a schedule for the delivery and other performance obligations, and (iv) any other information relating to the proposed changes reasonably requested by the Customer. Following the Customer's receipt of the Change Order Proposal, the parties shall negotiate in good faith and agree to a plan and schedule for

implementation of the proposed changes, the time, manner and amount of payment or price increases or decreases, as the case may be, and any other matters relating to the proposed changes; provided, however, in the event that any proposed change involves only the addition of equipment or services to the existing Designated Intersection Approaches, or the addition of Intersection Approaches to be covered by the terms of this Agreement, to the maximum extent applicable, the pricing terms set forth in Exhibit D shall govern. Any failure of the parties to reach agreement with respect to any of the foregoing as a result of any proposed changes shall not be deemed to be a breach of this Agreement, and any disagreement shall be resolved in accordance with Section 10.

4. License; Reservation of Rights.

- 4.1. License. Subject to the terms and conditions of this Agreement, Redflex hereby grants the Customer, and the Customer hereby accepts from Redflex upon the terms and conditions herein specified, a non-exclusive, non-transferable license during the Term of this Agreement to: (a) solely within the City of Gretna, access and use the Redflex System for the sole purpose of reviewing Potential Violations and authorizing the issuance of Citations pursuant to the terms of this Agreement, and to print copies of any content posted on the Redflex System in connection therewith, (b) disclose to the public (including outside of the City of Gretna, Louisiana that Redflex is providing services to the Customer in connection with Photo Red Light Enforcement Program pursuant to the terms of this Agreement, and (c) use and display the Redflex Marks on or in marketing, public awareness or education, or other publications or materials relating to the Photo Red Light Enforcement Program, so long as any and all such publications or materials are approved in advance by Redflex.
- 4.2. RESERVATION OF RIGHTS. The Customer hereby acknowledges and agrees that: (a) Redflex is the sole and exclusive owner of the Redflex System, the Redflex Marks, all Intellectual Property arising from or relating to the Redflex System, and any and all related Equipment, (b) the Customer neither has nor makes any claim to any right, title or interest in any of the foregoing, except as specifically granted or authorized under this Agreement, and (c) by reason of the exercise of any such rights or interests of Customer pursuant to this Agreement, the Customer shall gain no additional right, title or interest therein.
- 4.3. RESTRICTED USE. The Customer hereby covenants and agrees that it shall not (a) make any modifications to the Redflex System, including but not limited to any Equipment, (b) alter, remove or tamper with any Redflex Marks, (c) use any of the Redflex Marks in any way which might prejudice their distinctiveness, validity or the goodwill of Redflex therein, (d) use any trademarks or other marks other than the Redflex Marks in connection with the Customer's use of the Redflex System pursuant to the terms of this Agreement without first obtaining the prior consent of Redflex, or (e) disassemble, de-compile or otherwise perform any type of reverse engineering to the Redflex System, the Redflex System, including but not limited to any Equipment, or to any, Intellectual Property or Proprietary Property of Redflex, or cause any other Person to do any of the foregoing.

- 4.4. PROTECTION OF RIGHTS. Redflex shall have the right to take whatever action it deems necessary or desirable to remedy or prevent the infringement of any Intellectual Property of Redflex, including without limitation the filing of applications to register as trademarks in any jurisdiction any of the Redflex Marks, the filing of patent application for any of the Intellectual Property of Redflex, and making any other applications or filings with appropriate Governmental Authorities. The Customer shall not take any action to remedy or prevent such infringing activities, and shall not in its own name make any registrations or filings with respect to any of the Redflex Marks or the Intellectual Property of Redflex without the prior written consent of Redflex.
- 4.5. INFRINGEMENT. The Customer shall use its reasonable best efforts to give Redflex prompt notice of any activities or threatened activities of any Person of which it becomes aware that infringes or violates the Redflex Marks or any of Redflex's Intellectual Property or that constitute a misappropriation of trade secrets or act of unfair competition that might dilute, damage or destroy any of the Redflex Marks or any other Intellectual Property of Redflex. Redflex shall have the exclusive right, but not the obligation, to take action to enforce such rights and to make settlements with respect thereto. In the event that Redflex commences any enforcement action under this Section 4.5, then the Customer shall render to Redflex such reasonable cooperation and assistance as is reasonably requested by Redflex, and Redflex shall be entitled to any damages or other monetary amount that might be awarded after deduction of actual costs; provided, that Redflex shall reimburse the Customer for any reasonable costs incurred in providing such cooperation and assistance.
- 4.6. INFRINGING USE. The Customer shall give Redflex prompt written notice of any action or claim action or claim, whether threatened or pending, against the Customer alleging that the Redflex Marks, or any other Intellectual Property of Redflex, infringes or violates any patent, trademark, copyright, trade secret or other Intellectual Property of any other Person, and the Customer shall render to Redflex such reasonable cooperation and assistance as is reasonably requested by Redflex in the defense thereof; provided, that Redflex shall reimburse the Customer for any reasonable costs incurred in providing such cooperation and assistance. If such a claim is made and Redflex determines, in the exercise of its sole discretion, that an infringement may exist, Redflex shall have the right, but not the obligation, to procure for the Customer the right to keep using the allegedly infringing items, modify them to avoid the alleged infringement or replace them with non-infringing items.
5. Representations and Warranties.
- 5.1. Redflex Representations and Warranties.
- 5.1.1. Authority. Redflex hereby warrants and represents that it has all right, power and authority to execute and deliver this Agreement and perform its obligations hereunder.
- 5.1.2. Professional Services. Redflex hereby warrants and represents that any and all services provided by Redflex pursuant to this Agreement shall be performed in a professional and workmanlike manner and, with respect to the installation of the Redflex System, subject to applicable law, in

compliance with the general guidelines and needs provided to Redflex by the Customer. Redflex understands that Customer is relying upon the expertise of Redflex to recommend, select and install the appropriate equipment to carry out the purpose of this contract and warrants that it considers itself fully capable of supplying a camera system to properly support enforcement of the Customer's new photo enforcement ordinance(s).

5.2. Customer Representations and Warranties.

5.2.1. Authority. The Customer hereby warrants and represents that it has all right, power and authority to execute and deliver this Agreement and perform its obligations hereunder.

5.2.2. Professional Services. The Customer hereby warrants and represents that any and all services provided by the Customer pursuant to this Agreement shall be performed in a professional and workmanlike manner.

5.2.3. LIMITED WARRANTIES. REDFLEX WARRANTS THAT THE REDFLEX SYSTEM WILL OPERATE IN THE MANNER PRESCRIBED AS A PHOTO RED LIGHT AND SPEED ENFORCEMENT SYSTEM, INCLUDING THE ABILITY TO ACCURATELY CAPTURE VIOLATION IMAGES AND EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, REDFLEX MAKES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE REDFLEX SYSTEM OR ANY RELATED EQUIPMENT OR WITH RESPECT TO THE RESULTS OF THE CITY'S USE OF ANY OF THE FOREGOING. NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH HEREIN, REDFLEX DOES NOT WARRANT THAT ANY OF THE DESIGNATED ENFORCEMENT SITES OR THE REDFLEX SYSTEM WILL OPERATE IN A WAY OTHER THAN PHOTO ENFORCEMENT AS DESCRIBED IN THIS CONTRACT. SHOULD THE REDFLEX SYSTEM MALFUNCTION, SUBJECT TO THE TERMS OF THIS AGREEMENT, REDFLEX SHALL CORRECT ANY SUCH MALFUNCTION WITHIN 72 HOURS SUBJECT TO UNCONTROLLABLE CIRCUMSTANCES SUCH AS, BUT NOT LIMITED TO, "ACTS OF GOD."

6. Termination.

6.1. TERMINATION FOR CAUSE: Either party shall have the right to terminate this Agreement immediately by written notice to the other if (i) state statutes are amended to prohibit or substantially change the operation of photo red light enforcement systems; (ii) any court having jurisdiction over City rules, or state or federal statute declares, that results from the Redflex System of photo red light enforcement are inadmissible in evidence; or (iii) the other party commits any material breach of any of the provisions of this Agreement. In the event of a termination due to Section 6.1(i) or 6.1(ii) above, Customer shall be relieved of any further obligations for payment to Redflex other than as specified in Exhibit

"D". Either party shall have the right to remedy the cause for termination (Sec 6.1) within forty-five (45) calendar days (or within such other time period as the Customer and Redflex shall mutually agree) after written notice from the non-causing party setting forth in reasonable detail the events of the cause for termination.

6.2. The rights to terminate this Agreement given in this Section 6.1 shall be without prejudice to any other right or remedy of either party in respect of the breach concerned (if any) or any other breach of this Agreement.

6.3. PROCEDURES UPON TERMINATION. The termination of this Agreement shall not relieve either party of any obligation that accrued prior to such termination. Except as set forth in Section 6.3, upon the termination of this Agreement, all of the provisions of this Agreement shall terminate and:

6.3.1. Redflex shall (i) immediately cease to provide services, including but not limited to work in connection with the construction or installation activities and services in connection with the Photo Red Light Enforcement Program, (ii) promptly deliver to the Customer any and all Proprietary Property of the Customer provided to Redflex pursuant to this Agreement, (iii) promptly deliver to the Customer a final report to the Customer regarding the collection of data and the issuance of Citations in such format and for such periods as the Customer may reasonably request, and which final report Redflex shall update or supplement from time to time when and if additional data or information becomes available, (iv) promptly deliver to Customer a final invoice stating all fees and charges properly owed by Customer to Redflex for work performed and Citations issued by Redflex prior to the termination, and (v) provide such assistance as the Customer may reasonably request from time to time in connection with prosecuting and enforcing Citations issued prior to the termination of this Agreement.

6.3.2. The Customer shall (i) immediately cease using the Photo Red Light Enforcement Program, accessing the Redflex System and using any other Intellectual Property of Redflex, (ii) promptly make available to Redflex any and all Proprietary Property of Redflex provided to the Customer pursuant to this Agreement for Redflex to retrieve from Customer, and (iii) promptly pay any and all fees, charges and amounts properly owed by Customer to Redflex for work performed and Citations issued by Redflex prior to the termination.

6.3.3. Unless the Customer and Redflex have agreed to enter into a new agreement relating to the Photo Red Light Enforcement Program or have agreed to extend the Term of this Agreement, Redflex shall remove any and all Equipment or other materials of Redflex installed in connection with Redflex's performance of its obligations under this Agreement, including but not limited to housings, poles and camera systems, and Redflex shall restore the Designated Intersection Approaches to substantially the same condition such Designated Intersection Approaches were in immediately prior to this Agreement.

6.3.4. Redflex shall (i) immediately cease using the Photo Red Light Enforcement Program in the City of Gretna, (ii) promptly deliver to Customer any and all Proprietary Property of Customer provided to Redflex pursuant to this Agreement, and (iii) promptly pay Customer's share of any and all fees, charges and amounts properly owed by Redflex to Customer for work performed and Citations issued and collected by Redflex under this Agreement prior to the termination.

6.4. SURVIVAL. Notwithstanding the foregoing, the definitions and each of the following shall survive the termination of this Agreement: (x) Sections 4.2 (Reservation of Rights), 5.1 (Redflex Representations and Warranties), 5.2 (Customer Representations and Warranties), 5.3 (Limited Warranty), 7 (Confidentiality), 8 (Indemnification and Liability), 9 (Notices), 10 (Dispute Resolution), 11.1 (Assignment), 11.17 (Applicable Law), 11.16 (Injunctive Relief; Specific Performance) and 11.18 (Jurisdiction and Venue), and (y) those provisions, and the rights and obligations therein, set forth in this Agreement which either by their terms state, or evidence the intent of the parties, that the provisions survive the expiration or termination of the Agreement, or must survive to give effect to the provisions of this Agreement

7. CONFIDENTIALITY. During the term of this Agreement and for a period of three (3) years thereafter, neither party shall disclose to any third person, or use for itself in any way for pecuniary gain, any Confidential Information learned from the other party during the course of the negotiations for this Agreement or during the Term of this Agreement. Upon termination of this Agreement, each party shall return to the other all tangible Confidential Information of such party. Each party shall retain in confidence and not disclose to any third party any Confidential Information without the other party's express written consent, except (a) to its employees who are reasonably required to have the Confidential Information, (b) to its agents, representatives, attorneys and other professional advisors that have a need to know such Confidential Information, provided that such parties undertake in writing (or are otherwise bound by rules of professional conduct) to keep such information strictly confidential, and (c) pursuant to, and to the extent of, a request or order by any Governmental Authority, including laws relating to public records.

8. Indemnification and Liability.

8.1. Indemnification by Redflex. Subject to Section 8.3, Redflex hereby agrees to defend and indemnify the Customer and its affiliates, shareholders or other interest holders, managers, officers, directors, employees, agents, representatives and successors, permitted assignees and each of their affiliates, and all persons acting by, through, under or in concert with them, or any of them (individually a "Customer Party" and collectively, the "Customer Parties") against, and to protect, save and keep harmless the Customer Parties from, and to pay on behalf of or reimburse the Customer Parties as and when incurred for, any and all liabilities, obligations, losses, damages, penalties, demands, claims, actions, suits, judgments, settlements, costs, expenses and disbursements (including reasonable

attorneys', accountants' and expert witnesses' fees) of whatever kind and nature (collectively, "Losses"), which may be imposed on or incurred by any Customer Party arising out of or related to (a) any material misrepresentation, inaccuracy or breach of any covenant, warranty or representation of Redflex contained in this Agreement, or (b) the negligence of Redflex, its employees or agents which result in death or bodily injury to any natural person (including third parties) or any damage to any real or tangible personal property (including the personal property of third parties), except to the extent caused by the willful misconduct of any Customer Party.

8.2 Indemnification Procedures. In the event any claim, action or demand (a "Claim") in respect of which Customer seeks indemnification from Redflex, the Customer shall give the party from whom indemnification is sought (the "Indemnifying Party") written notice of such Claim promptly after the Customer first becomes aware thereof; provided, however, that failure to give such notice shall not preclude indemnification with respect to such Claim except to the extent of any additional or increased Losses or other actual prejudice directly caused by such failure. Redflex shall then have the right to choose counsel to defend such Claim (subject to the approval of such counsel by the Customer, which approval shall not be unreasonably withheld, conditioned or delayed), and to control, compromise and settle such Claim, and the Customer shall have the right to participate in the defense at its sole expense; provided, however, the Customer shall have the right to take over the control of the defense or settlement of such Claim at any time if the Customer irrevocably waives all rights to indemnification from and by Redflex. Redflex and the Customer shall cooperate in the defense or settlement of any Claim, and no party shall have the right enter into any settlement agreement that materially affects the other party's material rights or material interests without such party's prior written consent, which consent will not be unreasonably withheld or delayed.

8.3 LIMITED LIABILITY. Notwithstanding anything to the contrary in this Agreement, neither party shall be liable to the other, by reason of any representation or express or implied warranty, condition or other term or any duty at common or civil law, for any indirect, incidental, special, lost profits or consequential damages, however caused and on any theory of liability arising out of or relating to this Agreement.

9. **NOTICES.** Any notices to be given hereunder shall be in writing, and shall be deemed to have been given (a) upon delivery, if delivered by hand, (b) three (3) days after being mailed first class, certified mail, return receipt requested, postage and registry fees prepaid, or (c) one Business Day after being delivered to a reputable overnight courier service, excluding the U.S. Postal Service, prepaid, marked for next day delivery, if the courier service obtains a signature acknowledging receipt, in each case addressed or sent to such party as follows:

9.1. Notices to Redflex:

Redflex Traffic Systems, Inc.
15020 North 74th Street
Scottsdale, AZ 85260
Attention: Ms. Karen Finley
Facsimile: (480) 607-5552

9.2. Notices to the Customer:

City of Gretna, Louisiana
740 Second St.
Gretna, LA 70054

Attention: Office of the Mayor
Facsimile: 504-363-1509

10. **DISPUTE RESOLUTION.** Upon the occurrence of any dispute or disagreement between the parties hereto arising out of or in connection with any term or provision of this Agreement, the subject matter hereof, or the interpretation or enforcement hereof (the "Dispute"), the parties shall engage in informal, good faith discussions and attempt to resolve the Dispute. In connection therewith, upon written notice of either party, each of the parties will appoint a designated officer whose task it shall be to meet for the purpose of attempting to resolve such Dispute. The designated officers shall meet as often as the parties shall deem to be reasonably necessary. Such officers will discuss the Dispute. If the parties are unable to resolve the Dispute in accordance with this Section 10, and in the event that either of the parties concludes in good faith that amicable resolution through continued negotiation with respect to the Dispute is not reasonably likely, then the parties may mutually agree to submit to mediation. If the parties cannot mutually agree to a resolution of their dispute through these means, or should they not agree to submit to nonbinding arbitration or mediation, the parties agree that any litigation of between them arising from this Agreement shall be decided by a Court of competent jurisdiction in Jefferson Parish, Louisiana. Redflex agrees that jurisdiction and venue in Jefferson Parish, Louisiana is the only proper venue for such litigation and that Gretna has not, and will not, by entering into this Agreement had substantial minimum contacts with any other venue than Jefferson Parish, Louisiana

11. **Miscellaneous.**

11.1. **Assignment.** Neither party may assign all or any portion of this Agreement without the prior written consent of the other, provided, however, The Customer hereby acknowledges and agrees that the execution (as outlined in Exhibit F), delivery and performance of Redflex's rights and obligations pursuant to this Agreement shall require a significant investment by Redflex, and that in order to finance such investment, Redflex may be required to enter into certain agreements or arrangements ("Financing Transactions") with equipment lessors, banks, financial institutions or other similar persons or entities (each, a "Financial Institution" and collectively, "Financial Institutions"). The Customer hereby agrees that, in such case, Redflex shall have the right to assign, pledge, hypothecate or otherwise transfer ("Transfer") its rights, or any of them, under this Agreement to any Financial Institution in connection with any Financing Transaction between Redflex and any such Financial Institution, subject to the Customer's prior written approval, which approval shall not be unreasonably withheld or delayed. The Customer further acknowledges and agrees that in the event that Redflex provides written notice to the Customer that it intends to Transfer all or any of Redflex's rights pursuant to this Agreement, and in the event that the Customer fails to provide such approval or fails to object to such Transfer within forty-five (45) business days after its receipt of such notice from Redflex, for the purposes of this Agreement, the Customer shall be deemed to have consented to and approved such Transfer by Redflex. In the event of a transfer by Redflex of its rights, or any of them, under this Agreement, to any Financial Institution, Redflex agrees, covenants and warrants that it will remain liable to Customer for fulfillment of its duties and obligations to Customer under

this Agreement. Notwithstanding the above, this Agreement shall inure to the benefit of, and be binding upon, the parties hereto, and their respective successors or assigns.

11.2. RELATIONSHIP BETWEEN REDFLEX AND THE CUSTOMER.

Nothing in this Agreement shall create, or be deemed to create, a partnership, joint venture or the relationship of principal and agent or employer and employee between the parties. The relationship between the parties shall be that of independent contractors, and nothing contained in this Agreement shall create the relationship of principal and agent or otherwise permit either party to incur any debts or liabilities or obligations on behalf of the other party (except as specifically provided herein). It is further understood that Customer shall not control the details of the work of Redflex, nor dictate hiring or termination decisions of Redflex. Customer, except as specifically set forth herein, shall not provide any tools, equipment or other materials to Redflex. Customer shall have no right to dictate to Redflex the manner in which it carries out its obligations hereunder, Customer being only interested in the proper final result provided by Redflex to Customer. Redflex warrants, covenants and agrees that it has many other clients and that the work of Redflex hereunder is only one of many other contracts. Redflex further understands that Customer is fully and wholly relying upon Redflex's expertise and knowledge to carry out the terms of this Agreement.

11.3. AUDIT RIGHTS. Each of parties hereto shall have the right to audit to audit the books and records of the other party hereto (the "Audited Party") solely for the purpose of verifying the payments, if any, payable pursuant to this Agreement. Any such audit shall be conducted upon not less than one week's prior notice to the Audited Party, at mutually convenient times and during the Audited Party's normal business hours. Except as otherwise provided in this Agreement, the cost of any such audit shall be borne by Party seeking the audit of the other. In the event any such audit establishes any underpayment of any payment payable by the Audited Party to the non-Audited Party pursuant to this Agreement, the Audited Party shall promptly pay the amount of the shortfall, and in the event that any such audit establishes that the Audited Party has underpaid any payment by more than twenty five percent (25%) of the amount of actually owing, the cost of such audit shall be borne by the Audited Party. In the event any such audit establishes any overpayment by the Audited Party of any payment made pursuant to this Agreement, non-Audited Party shall promptly refund to the Audited Party the amount of the excess. Either party may, before having to pay any underpayment or return any overpayment, dispute the findings of the audit and attempt to resolve the matter pursuant to paragraph 10 herein.

11.4. FORCE MAJEURE. Neither party will be liable to the other or be deemed to be in breach of this Agreement for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include but are not limited to, acts of God or the public enemy, terrorism, significant fires, floods, earthquakes, epidemics, quarantine restrictions, strikes, freight embargoes, or Governmental Authorities approval delays which are not caused by any act or omission by Redflex, and

- unusually severe weather. The party whose performance is affected agrees to notify the other promptly of the existence and nature of any delay.
- 11.5. ENTIRE AGREEMENT. This Agreement represents the entire Agreement between the parties, and there are no other agreements (other than invoices and purchase orders), whether written or oral, which affect its terms. This Agreement may be amended only by a subsequent written agreement signed by both parties.
- 11.6. SEVERABILITY. If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or part, this Agreement shall continue to be valid as to the other provisions thereof and the remainder of the affected provision.
- 11.7. WAIVER. Any waiver by either party of a breach of any provision of this Agreement shall not be considered as a waiver of any subsequent breach of the same or any other provision thereof.
- 11.8. CONSTRUCTION Except as expressly otherwise provided in this Agreement, this Agreement shall be construed as having been fully and completely negotiated and neither the Agreement nor any provision thereof shall be construed more strictly against either party.
- 11.9. HEADINGS. The headings of the sections contained in this Agreement are included herein for reference purposes only, solely for the convenience of the parties hereto, and shall not in any way be deemed to affect the meaning, interpretation or applicability of this Agreement or any term, condition or provision hereof.
- 11.10. EXECUTION AND COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and such counterparts together shall constitute only one instrument. Any one of such counterparts shall be sufficient for the purpose of proving the existence and terms of this Agreement and no party shall be required to produce an original or all of such counterparts in making such proof.
- 11.11. COVENANT OF FURTHER ASSURANCES. All parties to this Agreement shall, upon request, perform any and all acts and execute and deliver any and all certificates, instruments and other documents that may be necessary or appropriate to carry out any of the terms, conditions and provisions hereof or to carry out the intent of this Agreement.
- 11.12. REMEDIES CUMULATIVE. Each and all of the several rights and remedies provided for in this Agreement shall be construed as being cumulative and no one of them shall be deemed to be exclusive of the others or of any right or remedy allowed by law or equity, and pursuit of any one remedy shall not be deemed to be an election of such remedy, or a waiver of any other remedy.
- 11.13. BINDING EFFECT. This Agreement shall inure to the benefit of and be binding upon all of the parties hereto and their respective executors, administrators, successors and permitted assigns.
- 11.14. COMPLIANCE WITH LAWS. Nothing contained in this Agreement shall be construed to require the commission of any act contrary to law, and whenever there is a conflict between any term, condition or provision of this

Agreement and any present or future statute, law, ordinance or regulation contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the term, condition or provision of this Agreement affected shall be curtailed and limited only to the extent necessary to bring it within the requirement of the law, provided that such construction is consistent with the intent of the Parties as expressed in this Agreement.

11.15. NO THIRD PARTY BENEFIT. Nothing contained in this Agreement shall be deemed to confer any right or benefit on any Person who is not a party to this Agreement.

11.16. APPLICABLE LAW. This Agreement shall be governed by and construed in all respects solely in accordance with the laws of the State of Louisiana, United States.

11.17. JURISDICTION AND VENUE. Any dispute arising out of or in connection with this Agreement shall be submitted to the exclusive jurisdiction and venue of the courts located in the Parish of Jefferson, Louisiana and both parties specifically agrees to be bound by the jurisdiction and venue thereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first set forth above.

"Customer"

CITY OF GRETNA LOUISIANA

By: Ronnie C. Harris
Ronnie C. Harris, Mayor

On this ___ Day of _____, 2008

"Redflex"

REDFLEX TRAFFIC SYSTEMS, INC.,

By: Karen Finley
Karen Finley
President and CEO

On this 17 Day of April, 2008

EXHIBIT "A"
Designated Intersection Approaches

The contract is for the implementation at up to 15 intersections. Identification of enforced intersections and approaches will be based on mutual agreement between Redflex and the City as warranted by community safety and traffic needs.

EXHIBIT "B"
Construction and Installation Obligations

Timeframe for Installation: Fixed Combination Photo Speed and Red Light Enforcement System

Redflex will have each specified intersection installed and activated in phases in accordance with an implementation plan to be mutually agreed to by Redflex Traffic Systems and the Municipality.

Redflex will use reasonable commercial efforts to install the system in accordance with the schedule set forth in the implementation plan that will be formalized upon project commencement.

Redflex will use reasonable commercial efforts to install and activate the first specified intersection within forty-five (45) to sixty (60) days subsequent to formal project kick-off. The Municipality agrees that the estimated timeframe for installation and activation are subject to conditions beyond the control of Redflex and are not guaranteed.

In order to provide the client with timely completion of the photo enforcement project Redflex Traffic Systems requires that the City assist with providing timely approval of City permit requests. The City acknowledges the importance of the safety program and undertakes that in order to keep the project on schedule the customer is to provide city engineers review of Redflex permit requests and all documentation in a timely manner.

1. Redflex Obligations. Redflex shall do or cause to be done each of the following (in each case, unless otherwise stated below, at Redflex's sole expense):
 - 1.1. Appoint the Redflex Project Manager and a project implementation team consisting of between one (1) and four (4) people to assist the Redflex Project Manager;
 - 1.2. Request current "as-built" electronic engineering drawings for the Designated Intersection Approaches (the "Drawings") from the city traffic engineer, or state traffic engineer, or other authority having possession of the applicable drawings;
 - 1.3. Develop and submit to the Customer for approval construction and installation specifications in reasonable detail for the Designated Intersection Approaches, including but not limited to specifications for all radar sensors, pavement loops, electrical connections and traffic controller connections, as required; and
 - 1.4. Seek approval from the relevant Governmental Authorities having authority or jurisdiction over the construction and installation specifications for the Designated Intersection Approaches (collectively, the "Approvals"), which will include compliance with City permit applications.
 - 1.5. Finalize the acquisition of the Approvals;
 - 1.6. Submit to the Customer a public awareness strategy for the Customer's consideration and approval, which strategy shall include media and educational materials for the Customer's approval or amendment (the "Awareness Strategy");
 - 1.7. Develop the Redlight and Speeding Violation Criteria in consultation with the Customer;

- 1.8. Develop the Enforcement Documentation for approval by the Customer, which approval shall not be unreasonably withheld;
 - 1.9. Complete the installation and testing of all necessary Equipment, including hardware and software, at the Designated Intersection Approaches (under the supervision of the Customer);
 - 1.10. Cause an electrical sub-contractor to complete all reasonably necessary electrical work at the Designated Intersection Approaches, including but not limited to the installation of all related Equipment and other detection sensors, poles, cabling, telecommunications equipment and wiring, which work shall be performed in compliance with all applicable local, state and federal laws and regulations;
 - 1.11. Install and test the functionality of the Designated Intersection Approaches with the Redflex System and establish fully operational Violation processing capability with the Redflex System;
 - 1.12. Implement the use of the Redflex System at each of the Designated Intersection Approaches;
 - 1.13. Deliver the Materials to the Customer; and
 - 1.14. Issue citation notices for Authorized Violations;
 - 1.15. Redflex shall provide training (i) for up to fifteen (15) personnel of the Customer, including but not limited to the persons who Customer shall appoint as Authorized Employees and other persons involved in the administration of the Redlight and Speed Photo Enforcement Program, (ii) for at least sixteen (16) hours in the aggregate, (iii) regarding the operation of the Redflex System and the Redlight and Speed Photo Enforcement Program, which training shall include training with respect to the Redflex System and its operations, strategies for presenting Violations Data in court and judicial proceedings and a review of the Enforcement Documentation;
 - 1.16. Interact with court and judicial personnel to address issues regarding the implementation of the Redflex System, the development of a subpoena processing timeline that will permit the offering of Violations Data in court and judicial proceedings, and coordination between Redflex, the Customer and juvenile court personnel; and
 - 1.17. Provide reasonable public relations resources and media materials to the Customer in the event that the Customer elects to conduct a public launch of the Redlight and Speed Photo Enforcement Program.
 - 1.18. Citation processing and citation re-issuance
2. CUSTOMER OBLIGATIONS. The Customer shall do or cause to be done each of the following (in each case, unless otherwise stated below, at Customer's sole expense):
- 2.1.1. Appoint the Project Manager;
 - 2.1.2. Assist Redflex in obtaining the Drawings from the relevant Governmental Authorities;
 - 2.1.3. Notify Redflex of any specific requirements relating to the construction and installation of any Intersection Approaches or the implementation of the Redlight and SpeedPhoto Enforcement Program;

- 2.1.4. Provide assistance to Redflex in obtaining access to the records data of the Department of Motor Vehicles in Redflex's capacity as an independent contractor to the Customer; and
- 2.1.5. Assist Redflex in seeking the Approvals
- 2.1.6. Provide reasonable access to the Customer's properties and facilities in order to permit Redflex to install and test the functionality of the Designated Intersection Approaches and the Redlight Photo Enforcement Program;
- 2.1.7. Provide reasonable access to the personnel of the Customer and reasonable information about the specific operational requirements of such personnel for the purposes of performing training;
- 2.1.8. Seek approval or amendment of Awareness Strategy and provide written notice to Redflex with respect to the quantity of media and program materials (the "Materials") that the Customer will require in order to implement the Awareness Strategy during the period commencing on the date on which Redflex begins the installation of any of the Designated Intersection Approaches and ending one (1) month after the Installation Date;
- 2.1.9. Assist Redflex in developing the Redlight and Speed Violation Criteria; and
- 2.1.10. Seek approval of the Enforcement Documentation.

EXHIBIT "C"

Maintenance

1. All repair and maintenance of Photo Red Light Enforcement systems and related equipment will be the sole responsibility of Redflex, including but not limited to maintaining the casings of the cameras included in the Redflex System and all other Equipment in reasonably clean and graffiti-free condition.
2. Redflex shall not open the Traffic Signal Controller Boxes without a representative of City Traffic Engineering or LADOTD present.
3. The provision of all necessary communication, broadband and telephone services to the Designated Intersection Approaches will be the sole responsibility of the Redflex
4. In the event that images of a quality suitable for the Authorized Employee to identify Violations cannot be reasonably obtained without the use of flash units, Redflex shall provide and install such flash units.
5. The Redflex Project Manager (or a reasonable alternate) shall be available to the Police Project Manager each day, on a reasonable best efforts basis.

Gretna, LA
EXHIBIT "D"
COMPENSATION & PRICING

Per Paid Fee

Photo Red Light Violation Pricing*

Tier	Citations Paid (Average Per System per Month)	Redflex share of total receipts
Tier 3	301+ citations paid per month	\$19.00
Tier 2	151-300 citations paid per month	\$28.00
Tier 1	0-150 citations paid per month	\$42.50

- o These tiers are incremental e.g. if the program's redlight cameras deliver the equivalent of 350 paid citations in a month, the vendor fee will be \$42.50 of the first 150 paid citations, \$28.00 of the next 150 paid citations and \$19.00 of paid citation numbers 301-350.
- o The tiers will be applied as a simple average of citations across the Customer's entire Redlight Enforcement Program. That average will be determined by the total paid citations in a month divided by the total number of cameras installed and operating for the entire month.
- o Redflex can manage the process of refunding violators adjudicated favorably by the City's hearing process. Such refunds paid at the instruction of the City will be deducted from the payment to the City at the original rate they were previously paid to the City.
- o At the City's request, Redflex can implement a default collection process managed by a third party collections expert with the aim of increasing violator compliance. Any fees payable to third party agents in the collection of delinquent violations will be borne by both parties in proportion to the split of the net proceeds dependent upon the appropriate tier as above. Customer shall not be liable or responsible for ever paying more for such services than 75% of the total of its appropriate share of the recovery for such services.
- o Fees applied and paid by violators to cover costs of checks returned NSF are for the account of Redflex and do not contribute to gross receipt tiers stated above
- o Penalty fees for late payment are to be split evenly between the parties and do contribute to gross receipt tiers.
- o Refunds paid from the lockbox account at the instruction of the city will be deducted from the payment to the City at the original rate they were previously paid to the city
- o Except as set forth above, Fees payable to third party agents in the collection of delinquent violations will be borne by both parties in proportion to the split of the net proceeds dependent upon the appropriate tier as above.

Pricing for Photo Speed Enforcement:

Recorded Speed Violation For Monitored Intersection Approach and Mobile Speed Vans	Fee per Paid Citation
All Citations paid per calendar month Per Approach or Van Exceeding Posted Speed Limit by more than 10mph	\$32.75
Citations paid Per Approach or Van for violations which carry a penalty/fine less than \$40.00	\$19.50

Gretna, LA
EXHIBIT "D" (cont.)
COMPENSATION & PRICING

"Customer"

CITY OF GRETNA, LA

By: Ronnie C. Harris
Ronnie C. Harris, Mayor

On this ___ Day of _____, 2008

"Redflex"

REDFLEX TRAFFIC SYSTEMS, INC.,
a Delaware corporation

By: Karen Finley
Karen Finley
President and CEO

On this 17 Day of April, 2008

BUSINESS ASSUMPTIONS FOR ALL PRICING OPTIONS:

1. Redflex construction will be able to utilize existing conduit for installation where space is available.
2. Each year the pricing will increase by the CPI, if the CPI increases. CPI will be derived from the publication of the U.S. Department of Labor Consumer Price Index for U.S. City average.
3. Except where a balance remains unpaid due to a deficit in the gross cash received as described herein, Customer agrees to pay Redflex within thirty (30) days after the invoice is received. A monthly late fee of 1.5% is payable for amounts remaining unpaid 60 days from date of invoice.

Exhibit "E"

Additional Rights and Obligations

Redflex and the Customer shall respectively have the additional rights and obligations set forth below:

1. Redflex shall assist the Customer in public information and education efforts, including but not limited to the development of artwork for utility bill inserts, press releases and schedules for any public launch of the Redlight Photo Enforcement Program (actual print and production costs are the sole responsibility of the Customer).
2. Redflex shall be solely responsible for installing such Signage. The Redflex shall be solely responsible for the fabrication of any signage, notices or other postings required pursuant to any law, rule or regulation of any Governmental Authority ("Signage"), including but not limited to the Vehicle Code, and shall assist in determining the placement of such Signage.
3. The Redflex Project Manager and the Police Project Manager shall meet on a weekly basis during the period commencing as of the date of execution hereof and ending on the Installation Date, and on a monthly basis for the remainder of the Term, at such times and places as the Redflex Manager and the Customer Manager shall mutually agree.
4. The Customer shall not access the Redflex System or use the Redlight Photo Enforcement Program in any manner other than prescribed by law and which restricts or inhibits any other Person from using the Redflex System or the Redflex Photo Enforcement Program with respect to any Intersection Approaches constructed or maintained by Redflex for such Person, or which could damage, disable, impair or overburden the Redflex System or the Redflex Photo Enforcement Program, and the Customer shall not attempt to gain unauthorized access to (i) any account of any other Person, (ii) any computer systems or networks connected to the Redflex System, or (iii) any materials or information not intentionally made available by Redflex to the Customer by means of hacking, password mining or any other method whatsoever, nor shall the Customer cause any other Person to do any of the foregoing.
5. The Customer shall maintain the confidentiality of any username, password or other process or device for accessing the Redflex System or using the Redlight Photo Enforcement Program.
6. Each of Redflex and the Customer shall advise each other in writing with respect to any applicable rules or regulations governing the conduct of the other on or with respect to the property of such other party, including but not limited to rules and regulations relating to the safeguarding of confidential or proprietary information, and when so advised, each of Redflex and the Customer shall obey any and all such rules and regulations.
7. The Customer shall promptly reimburse Redflex for the cost of repairing or replacing any portion of the Redflex System, or any property or equipment related thereto, damaged directly or indirectly by the Customer, or any of its employees, contractors or agents.

Insurance

1. During the Term, Redflex shall procure and maintain at Redflex's sole cost and expense the following insurance coverage with respect to claims for injuries to persons or damages to property which may arise from or in connection with the performance of work or services pursuant to this Agreement by Redflex, and each of Redflex's subcontractors, agents, representatives and employees:
2. Commercial General Liability Insurance. Commercial General Liability Insurance with coverage of not less than One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury and property damage.
3. Commercial Automobile Liability Insurance. Commercial Automobile Liability Insurance with coverage of not less than One Million Dollars (\$1,000,000) combined single limit per accident for bodily injury or property damage, including but not limited to coverage for all automobiles owned by Redflex and hired by Redflex.
4. Professional Liability (Errors and Omissions) Insurance. Redflex will use its commercial best efforts to procure and maintain Professional Liability (Errors and Omissions) Insurance with coverage of not less than One Million Dollars (\$1,000,000) per claim and in the aggregate.
5. Workers' Compensation and Employer's Liability Insurance. Workers' Compensation Insurance with coverage of not less than that required by the Labor Code of the State of (insert name), and Employer's Liability Insurance with coverage of not less than One Million Dollars (\$1,000,000) per occurrence.
6. With respect to the insurance described in the foregoing Section of this Exhibit E, any deductibles or self-insured retentions must be declared to and approved by the Customer, and any changes to such deductibles or self-insured retentions during the Term must be approved in advance in writing by the Customer.
7. With respect to the Commercial General Liability Insurance the following additional provisions shall apply:
8. The Customer Parties shall be named as additional insured's with respect to the Commercial General Liability insurance, and such coverage shall contain no special limitations on the scope of protection afforded to such additional insured's.
9. The insurance coverage procured by Redflex and described above shall be the primary insurance with respect to the Customer Parties in connection with this Agreement, and any insurance or self-insurance maintained by any of the Customer Parties shall be in excess, and not in contribution to, such insurance.
10. Any failure to comply with the reporting provisions of the various insurance policies described above shall not affect the coverage provided to the Customer Parties, and such insurance policies shall state the such insurance coverage shall apply separately with respect to each additional insured against whom any claim is made or suit is brought, except with respect to the limits set forth in such insurance policies.
11. With respect to the insurance described in the foregoing Section of this Exhibit E, if any of the Redflex Parties are notified by any insurer that any insurance coverage will be cancelled, Redflex shall immediately provide written notice

thereof to the Customer and shall take all necessary actions to correct such cancellation in coverage limits, and shall provide written notice to the Customer of the date and nature of such correction. If Redflex, for any reason, fails to maintain the insurance coverage required pursuant to this Agreement, such failure shall be deemed a material breach of this Agreement, and the Customer shall have the right, but not the obligation and exercisable in its sole discretion, to either (i) terminate this Agreement and seek damages from Redflex for such breach, or (ii) purchase such required insurance, and without further notice to Redflex, deduct from any amounts due to Redflex pursuant to this Agreement, any premium costs advanced by the Customer for such insurance. If the premium costs advanced by the Customer for such insurance exceed any amounts due to Redflex pursuant to this Agreement, Redflex shall promptly remit such excess amount to the Customer upon receipt of written notice thereof.

12. Redflex shall provide certificates of insurance evidencing the insurance required pursuant to the terms of this Agreement, which certificates shall be executed by an authorized representative of the applicable insurer, and which certificates shall be delivered to the Customer prior to Redflex commencing any work pursuant to the terms of this Agreement.

Exhibit F

FORM OF ACKNOWLEDGMENT AND CONSENT

This Acknowledgement and Consent, dated as of _____, 2008, is entered into by and between the City of Gretna, LA and Redflex Traffic Systems, Inc., with reference to the Agreement between the City of Gretna and Redflex Traffic Systems, inc. for Photo red light enforcement program, dated as of _____, by and between the City and Redflex (the "Agreement").

1. Redflex has entered into a Credit Agreement, dated as of August 3, 2003 (the "Harris-Redflex Credit Agreement"), with Harris Trust and Savings Bank (the "Bank"), pursuant to which the Bank has provided certain working capital credit facilities to Redflex. Such credit facilities will provide Redflex the working capital that it needs to perform its obligations to the City under the Agreement.

2. Pursuant to the Harris-Redflex Credit Agreement, Redflex has granted Harris a security interest in all of Redflex's personal property as collateral for the payment and performance of Redflex's obligations to the Bank under the Harris-Redflex Credit Agreement. Such security interest applies to and covers all of Redflex's contract rights, including, without limitation, all of Redflex's rights and interests under the Agreement.

3. Redflex will not, by virtue of the Harris-Redflex Credit Agreement, be relieved of any liability or obligation under the Agreement, and the Bank has not assumed any liability or obligation of Redflex under the Agreement.

4. The City hereby acknowledges notice of, and consents to, Redflex's grant of such security interest in favor of the Bank in all of Redflex's rights and interests under the Agreement pursuant to the Harris-Redflex Credit Agreement.

5. The City further acknowledges and agrees that this Acknowledgement and Consent shall be binding upon the City and shall inure to the benefit of the successors and assigns of the Bank and to any replacement lender which refinances Redflex's obligations to the Bank under the Harris-Redflex Credit Agreement.

IN WITNESS WHEREOF, the City and Redflex have caused this Acknowledgement and Consent to be executed by their respective duly authorized and elected officers as of the date first above written.

CITY OF GRETNA, LA

By: Ronnie C. Harris
Ronnie C. Harris, Mayor

On this 9th Day of April, 2008

REFLEX TRAFFIC SYSTEMS, INC.,
a Delaware corporation

By: Karen Finley
Karen Finley
President and CEO

On this 17 Day of April, 2008

OFFICIAL MINUTES OF
CITY OF GRETNA

GRETNA, LA.

Wednesday, February 11, 2009

WHEREAS, the City of Gretna desires to continue the services of CWS for one (1) additional year after the expiration of the initial five (5) year term of the contract, which expires on June 30, 2009.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Gretna, Louisiana, acting as governing authority of said City that:

The City of Gretna hereby authorizes the renewal of the contract between the City of Gretna and Coastal Waste Services, Inc. (CWS) for solid waste services for one (1) year.

Mayor Harris informed that the garbage contract calls for five one-year renewals and this is the first one.

☺☺☺☺

On motion by Councilman Cox and seconded by Councilwoman Beevers, the following resolution was read and adopted section by section and then as a whole by the following vote:

Yeas: Council Member Beevers, Cox and Rau
Nays: None
Absent: Councilman Bolar
Abstain: Councilwoman Constant

RESOLUTION NO. 2009-011

A resolution authorizing Mayor Ronnie C. Harris to enter into a Professional Services Agreement between the City of Gretna Police Department and the 24th Judicial District Court (I CAN DRUG COURT PROGRAM) to provide a person from the Gretna Police Department to serve as the Drug Court Compliance Officer.

WHEREAS, both the City of Gretna and the 24th Judicial District Court are political subdivisions of the State of Louisiana; and

WHEREAS, Article VII. Sec. 14(C) of the Louisiana Constitution of 1974 provides that for public purpose, the State and its political subdivisions or political corporations may engage in cooperative endeavors and each other or with any other private association, corporation or individuals; and

WHEREAS, Article VII. Sec. 14(B) of the Louisiana Constitution of 1974 provides that public funds may be used for programs of social welfare for the aid and support of the citizens of the City of Gretna and Jefferson Parish; and

WHEREAS, practical considerations necessitate that governmental agencies work together to provide for the welfare of the citizens of the City of Gretna and Jefferson; and

WHEREAS, the City of Gretna has agreed to assist the COURT by providing a person from the Gretna Police Department to serve as the Drug Court Compliance Officer; and

WHEREAS, it would be appropriate to have in effect an agreement between the Gretna Police Department and the COURT outlining the services to be provided and the charges for those services.

NOW, THEREFORE, BE IT RESOLVED, by the City Council, acting as legislative authority for the City of Gretna, that:

Mayor Ronnie C. Harris is hereby authorized to enter into a Professional Services Agreement between the Gretna Police Department and the 24th Judicial District Court (I CAN DRUG COURT PROGRAM) to provide a person from the Gretna Police Department to serve as the Drug Court Compliance Officer.

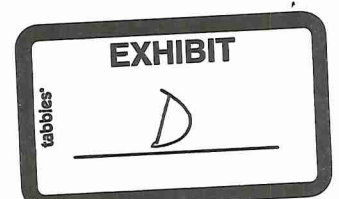
☺☺☺☺

On motion by Councilman Cox and seconded by Councilman Rau, the following resolution was read and adopted section by section and then as a whole by the following vote:

Yeas: Council Member Beevers, Constant, Cox and Rau
Nays: None
Absent: Councilman Bolar

RESOLUTION NO. 2009-012

A resolution ratifying the establishment of the "go live date" for the issuance of citations for violations of Section 90-506 as December 15, 2008.



OFFICIAL MINUTES OF
CITY OF GRETNA

GRETNA, LA.

Wednesday, February 11, 2009

WHEREAS, the City of Gretna has an interest in the health welfare and safety of its citizens; and

WHEREAS, the City of Gretna announced the implementation of electronic vehicle speed enforcement technology in July of 2008; and

WHEREAS, the City of Gretna has engaged in a substantial period of the issuance of warnings for speed violations since July of 2008; and

WHEREAS, the issuance of citations for violations of the City speeding ordinance has been shown to reduce motor vehicle speed violations in the City of Gretna; and

WHEREAS, vehicular traffic in the city of Gretna obeying posted speed limits increases the safety of the citizens of Gretna.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Gretna, Louisiana, acting as governing authority of said City and on behalf of all the citizens of the City that:

The December 15, 2008 date is hereby ratified as the "go live date" for the issuance of electronic speed citations pursuant to Section 90-506.

§§§§§

Introduction of Ordinances:

On motion by **Councilman Rau** and seconded by **Councilwoman Beevers**, **IT WAS RESOLVED** to introduce an ordinance of the City of Gretna, Louisiana, granting to Atmos Energy Corporation (A Texas and Virginia Corporation with its principal office in the City of Dallas, Dallas County, Texas) and its successors and assigns the franchise and rights to conduct in such city the business of acquiring, maintaining, constructing, laying, repairing, removing, replacing, installing, operating and disposing of a gas system for the sale, transportation and distribution of natural gas within and beyond the municipal boundaries of the City and to the residents and businesses located therein for light, heat, power and any other purposes and the right to use the present and future streets, roads, highways, alleys, bridges, public ways and immovable property in such city and owned or controlled by such city for such purposes; prescribing the terms and conditions to which such franchise and rights are subject; and prescribing the term of such franchise and rights, and the same was unanimously approved.

Mayor Harris informed the Council that the agreement document still needs to be reviewed by the City Attorney, other Administration members and himself. He questioned if there should be a companion document to extend the present ordinance and franchise.

Mr. Mark Morgan, City Attorney stated that the city should be diligent in taking the changes made to Atmos Energy Corporation to see if they have any objections to the changes between now and the time of adoption in March, we've got 30 days to do that; certainly anything they are unwilling to agree to or they want to negotiate could be taken up as an amendment on the night of the adoption.

Mayor Harris expressed concerns of any unknown delays and he would just like to have relief in case there is a delay, it would give the city another tool and still give an income to the city.

Mr. Morgan stated that if there is any delay, the city could introduce a resolution at next month's meeting to extend the current agreement.

§§§§§

On motion by **Councilman Rau** and seconded by **Councilwoman Beevers**, **IT WAS RESOLVED** to introduce an ordinance amending the budget for the Fiscal Year of April 1, 2008 to March 31, 2009 adopted April 9, 2008, and the same was unanimously approved.

§§§§§

On motion by **Councilman Rau** and seconded by **Councilman Cox**, **IT WAS RESOLVED** to introduce an ordinance amending the Gretna Code of Ordinances, Chapter 90, Traffic and Vehicles - Article VII Electronic Enforcement - Section 90-407 Enforcement Procedures, Section 90-408 Administrative Adjudication Hearing, Section 90-507 Enforcement Procedures and Section 90-508 Administrative Adjudication Hearing, and the same was unanimously approved.

§§§§§

On motion by **Councilman Rau** and seconded by **Councilman Cox**, **IT WAS RESOLVED** to introduce an ordinance amending the Gretna Code of Ordinances, Chapter 90- Traffic and Vehicles - Article I - In General, by adding Section 90-6 Display of Plate, and the same was unanimously approved.

§§§§§

Google Maps Gretna Blvd

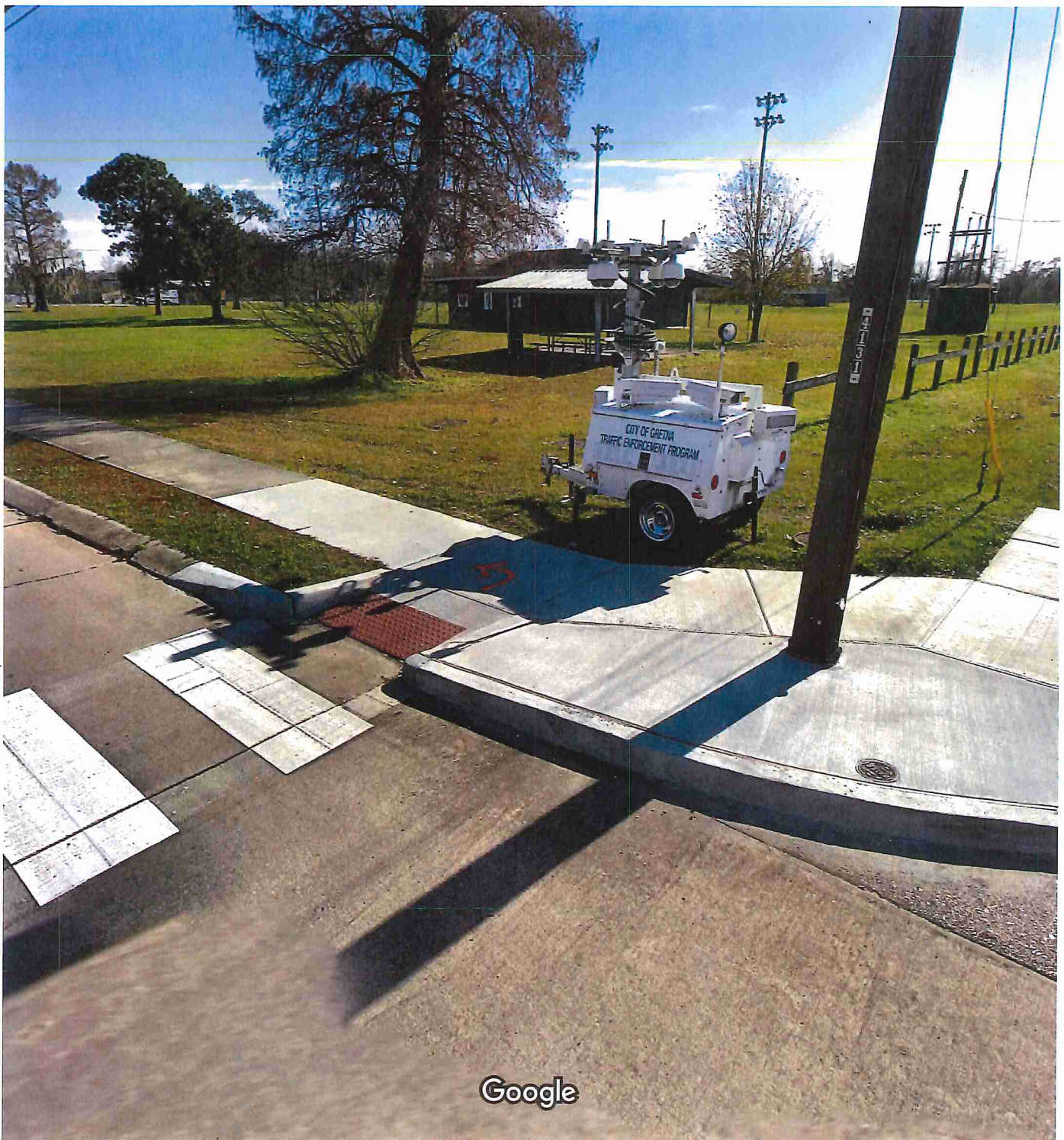
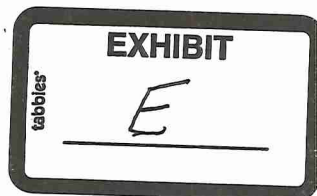


Image capture: Jan 2019 © 2020 Google

Gretna, Louisiana

Google

Street View



Google Maps Franklin St

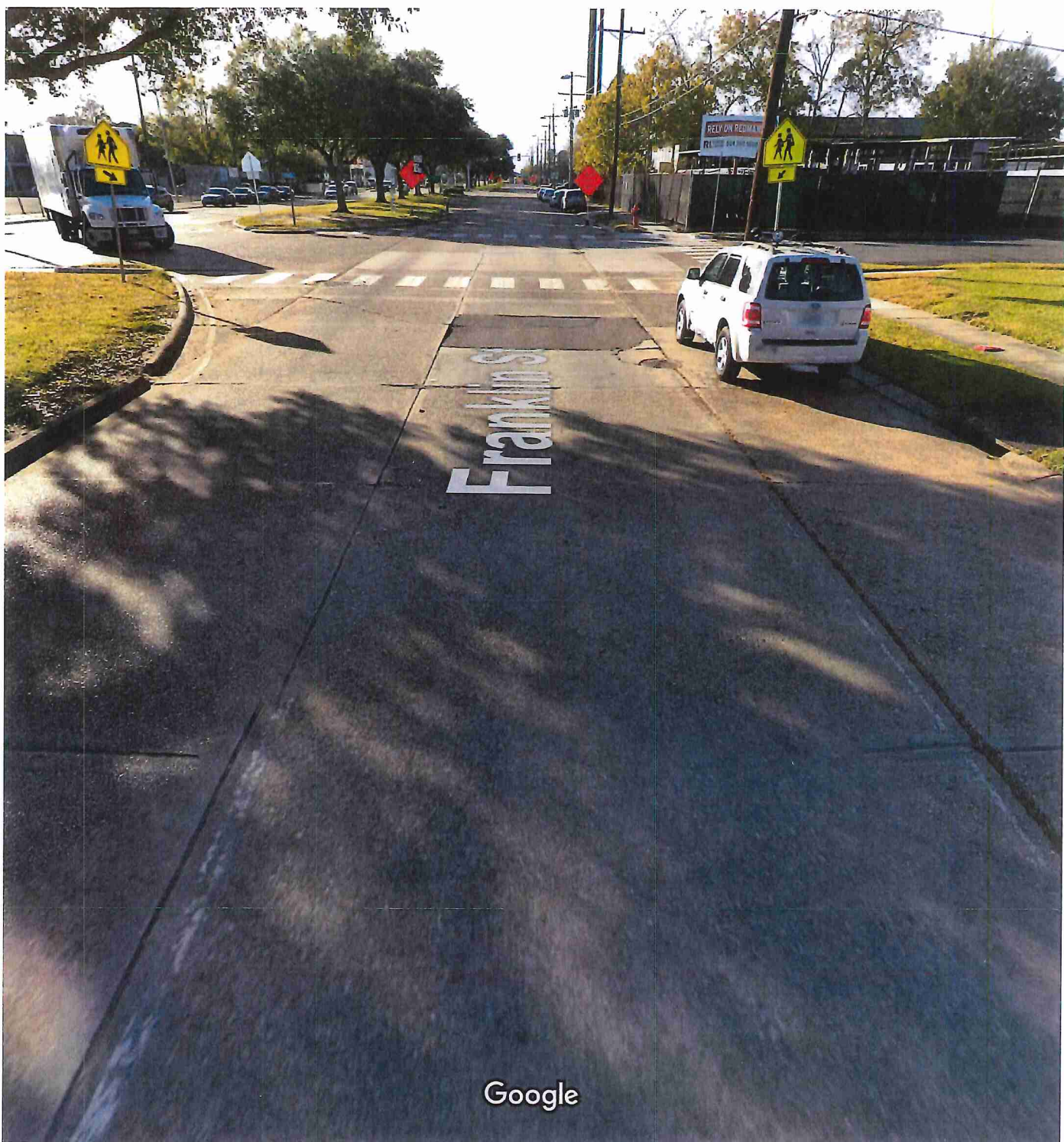


Image capture: Dec 2018 © 2020 Google

Gretna, Louisiana

Google

Street View

Google Maps Huey P Long Ave

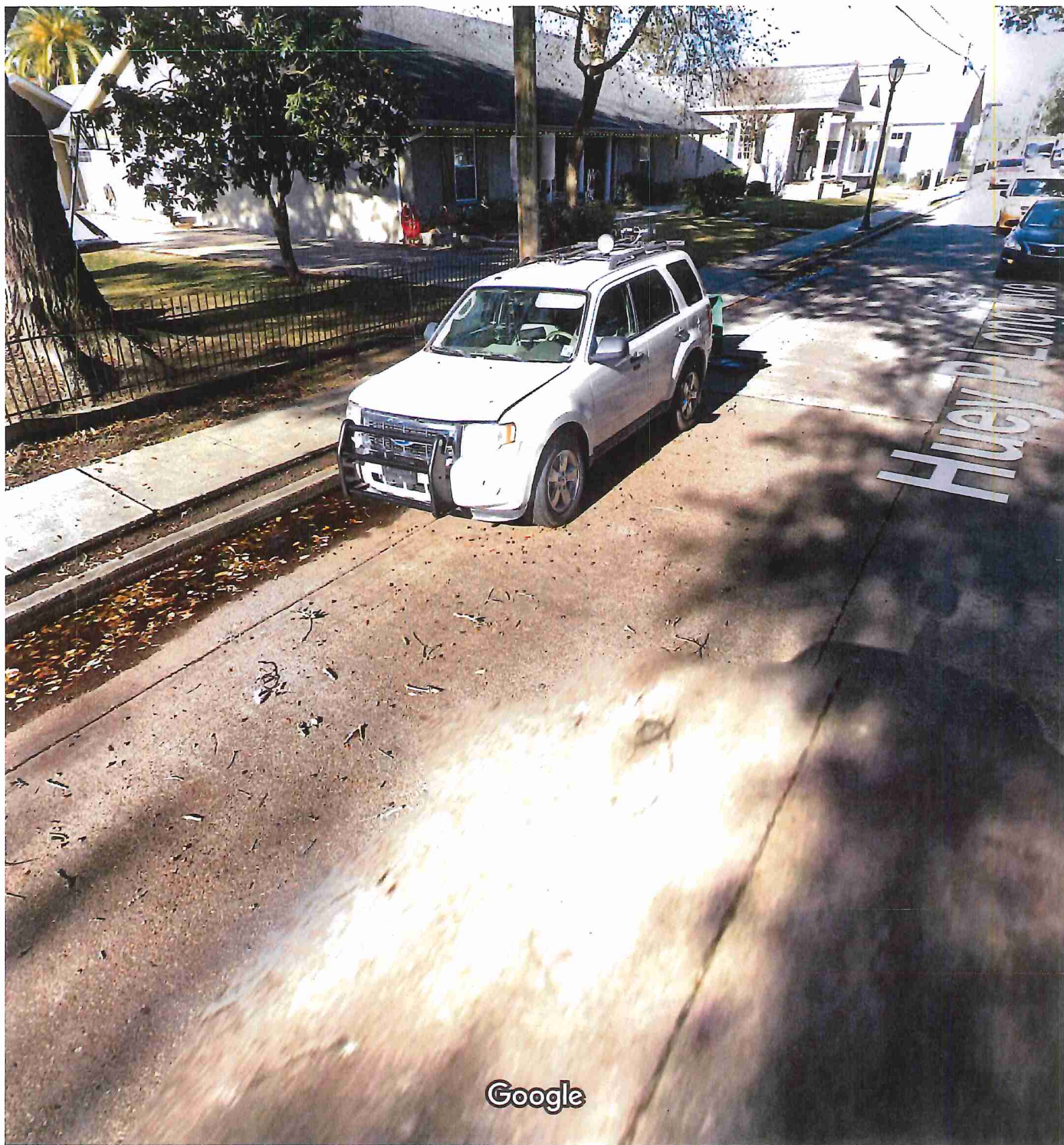


Image capture: Dec 2018 © 2020 Google

Gretna, Louisiana

Google

Street View

1. Reason You Received This Notice:

A vehicle registered in your name was photographed speeding or the registered owner of the vehicle depicted on this Notice has submitted an Affidavit naming you as the driver of the vehicle at the time of the violation. This is a violation of the City of Gretna Code of Ordinances Chapter 90, Article 7.

Please read the instructions below regarding how to take care of this Notice. For all other questions and/or information, contact the Gretna Traffic Enforcement Program Customer Service Center toll free at 1-877-847-2338. Hours of operation: Monday through Friday from 7:00am to 5:00pm (MST).

2. You Must Select One of the Following Options (A, B, or C). Complete the coupon on the Options Page for the option you select and return the coupon in the enclosed envelope. Make sure the mailing address on the reverse side of the coupon appears in the window of the enclosed envelope.

A. Payment Methods. As the registered owner or nominated driver of the vehicle described in this Notice, we have no choice but to hold you responsible for paying this penalty by Feb 12, 2016. No record of this violation will be sent to your insurance company or the Department of Motor Vehicles upon conviction or plea. If you were not the driver at the time of the violation, you may choose to complete the Affidavit on Option B of the mail-in coupon on Page 2 of this Notice and indicate who was driving.

- Please do not send cash.
Make Check or Money Order payable to "Gretna Traffic Enforcement Program".
Payments by Personal Check, Money Order and Visa/MasterCard are accepted. Please mail in the enclosed envelope along with the payment coupon found on Option A of page 2.
Credit Card payments can also be made online at: www.photonotice.com (Enter city code: GRTNLA)
A \$25.00 administrative fee will be assessed for rejected or declined payments.
Failure to pay the civil penalty within the time allowed shall result in the imposition of an additional late payment penalty of \$75.00 for a speed violation.
A second or subsequent violation by the same licensed vehicle during any twelve month period shall result in an increase in the civil penalty amount.
A person may pay the civil penalty in lieu of appearing at an administrative adjudication hearing.

B. Affidavit: Identify another Driver, Vehicle Sold or Stolen. It is sufficient evidence of the Code of Ordinances of Gretna, Chapter 90, Article 7, provided that the person registered as the owner of the vehicle at the time that the violation occurred is responsible for paying the fine for the violation. However, the owner may transfer liability for the violation to the person who was operating the vehicle at the time of the violation if the Affidavit of Non-Responsibility (Option B coupon on page 2) is completed and returned by Feb 12, 2016. You may mail the Affidavit of Non-Responsibility in the enclosed envelope to the Customer Service Center, P.O. Box 42034, Phoenix, AZ 85080 or fax it to 623-207-2050

- If the vehicle was sold prior to the date of violation, you must include a copy of the transfer of sale along with the Affidavit of Non-Responsibility.
If the vehicle or license plate was reported stolen at the time of the violation, you must submit a copy of the police report along with the Affidavit of Non-Responsibility.
If you are the registered owner of the vehicle and you nominate another driver and the driver nominated fails to respond, the nominated driver will remain liable for the original citation.
No record of this violation will be sent to your insurance company or to the Department of Public Safety Division of Motor Vehicles upon conviction or plea.

C. Right to a Hearing. You have the right to contest this Notice:

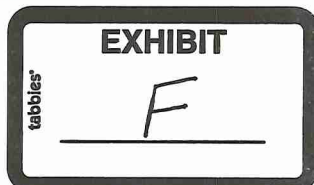
To schedule a hearing and have the matter reviewed by an Administrative Adjudicator, You MUST do the following:

- Mail the Hearing Request Coupon (Option C on page 2) in the enclosed envelope to the City of Gretna Traffic Enforcement Program at 327 Huey P Long, Gretna, LA 70053 or you may fax it to 504-227-7362. Please include your phone number. The Gretna Hearing Officer will notify you of a date and time to appear.
Hearings are held at 327 Huey P Long, Gretna, LA 70053. Please ensure that your hearing request is submitted prior to Feb 12, 2016.
If found liable, the violator will be responsible for the fine amount, any late fees, and an additional \$30.00 administrative hearing fee.
Failure to pay the penalty or to contest liability will constitute an admission of liability and waiver of your right to contest the imposition of the penalty.
Failure to appear at the hearing, after having requested a court date, is an admission of liability and waives your right to appeal and you will be held responsible for the fine amount, any late fees, and the \$30.00 administrative hearing fee.

3. View Violation on the Internet

- The violation has been captured on video and is available to be viewed on the Internet at: www.photonotice.com (Enter City Code: GRTNLA).
If you do not have access to a computer, computers are available at the Public Libraries. Please refer to your phone book for the library most convenient to you.

Si tiene alguna pregunta referente al pago, contacte al Centro de Servicio al Cliente del Programa City of Gretna Traffic Enforcement Program" al numero gratuito 1-877-847-2338, de Lunes a Viernes entre las 7:00 a.m. a 5:00 p.m. (Hora de la Mountain)



CITY OF GRETNA TRAFFIC ENFORCEMENT
OFFICE
P.O. BOX 42034
PHOENIX, AZ 85080

IF YOU WANT TO PAY THE PENALTY, make sure this address appears in the window of the enclosed envelope.

CITY OF GRETNA TRAFFIC ENFORCEMENT
PROGRAM PAYMENT CENTER
PO BOX 76758
CLEVELAND OH 44101-6500

MICHAEL BRANTLEY JR


Notice of Traffic Violation

Tear Here

Tear Here

Tear Here

TO RETURN THE AFFIDAVIT, make sure this address appears in the window of the enclosed envelope.

COPY

CITY OF GRETNA TRAFFIC ENFORCEMENT
OFFICE
P.O. BOX 42034
PHOENIX, AZ 85080

Tear Here

Tear Here

Tear Here

TO REQUEST A HEARING, make sure this address appears in the window of the enclosed envelope.

CITY OF GRETNA PHOTO ENFORCEMENT
TRAFFIC ENFORCEMENT OFFICE
327 HUEY P LONG
GRETNA LA 70053



OPTIONS PAGE

OPTION A: PAYMENT COUPON

CITY OF GRETNA PHOTO ENFORCEMENT PROGRAM

Notice #: GRM16001386

Issued To: MICHAEL BRANTLEYJR

- Check or Money Order
- Credit Card (Fill out card information below)
- MasterCard Visa

Please make check or Money Order Payable to "City of Gretna Traffic Enforcement Program"
Credit card payments can also be made online at www.photonotice.com
Enter City Code: GRTNLA
 Ensure address on reverse side appears in the window of the envelope provided

Name as it appears on card (Print): _____
First Last

Card #: _____ Expiration Date: Month _____ Year _____ Security Code #: _____

Mailing Address: _____
Street City / State / Zip Code

Phone Number: _____ Signature: _____ Date: ____/____/____

Total Amount Due: \$160.00 **Due: Feb 12, 2016** **Amount Enclosed:** _____

MICHAEL BRANTLEYJR

0767580000GRM160013860160001

Tear Here

Tear Here

Tear Here

OPTION B: AFFIDAVIT

CITY OF GRETNA PHOTO ENFORCEMENT PROGRAM

Notice #: GRM16001386

(COMPLETE FULLY IF YOU WERE NOT THE DRIVER)

Issued To: MICHAEL BRANTLEYJR

- CHECK ONE:
- The vehicle was sold prior to the violation date to the person named below.
 - The person named below was the driver of the vehicle.
 - The vehicle is owned by a rental car / leasing agency.
 - The vehicle or license plate(s) were stolen at the time of the violation.

Print Actual Driver/New Owner's Name: _____

Address: _____ City, State, ZIP Code: _____

The stolen or illegally taken vehicle was reported to _____ Police Dept. on ____/____/____.

Police Report No. _____

DECLARATION
I CERTIFY UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

Signature: _____

Subscribed and Sworn to before me, a Notary of the State of:

Phone Number: _____ Date: ____/____/____

_____, on this ____ day of _____, 20____

IMPORTANT:

- This Affidavit must be returned on or before Feb 12, 2016 and be notarized.
- You must include a copy of the bill of sale/transfer or police report with this Affidavit, if applicable.

_____, My commission expires: _____
Notary Public

Tear Here

Tear Here

Tear Here

OPTION C: HEARING REQUEST

CITY OF GRETNA TRAFFIC ENFORCEMENT PROGRAM
(Complete ONLY if you want a hearing scheduled)

Notice #: GRM16001386

Date of Violation: Jan 9, 2016

Issued To: MICHAEL BRANTLEYJR

Print Name: _____
First Last

Address: _____
Street City / State / Zip Code

Phone Number: _____ Signature: _____ Date: ____/____/____

IMPORTANT:

- This Hearing Request must be returned by Feb 12, 2016.
- Mail or Fax to: 504-227-7362

CITY OF GRETNA
TRAFFIC ENFORCEMENT PROGRAM

SCHEDULED HEARING REQUEST

February 16, 2016

Michael Brantley, Jr.
[REDACTED]
[REDACTED]

Notice #: GRM16001386

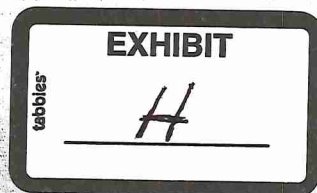
We are in receipt of your hearing request and you are scheduled to appear on March 15, 2016 at 4 p.m.

If you are found liable for the speeding violation or fail to appear at the scheduled hearing an additional charge of \$30.00 will be added to your fine.

The hearing will be held in The Gretna Clerk of Court's Office located at 327 Huey P. Long Avenue in Gretna.

Thank you,

Sue Sampey
Redflex Clerk
504-227-7607



The City of Gretna Traffic Enforcement Program

Violator's Name Michael Brantley Notice Number 16001384
Violator's Address _____ Notice of Violation Date 1-9
_____ Hearing Date 2-15

The City of Gretna received your request for an Administrative Adjudication Hearing in accordance with the City of Gretna Code of Ordinances.

At the completion of this review:

I have determined you ARE LIABLE for the outstanding fine of \$ 160 late fees and/or registration fee of \$30.00, for a total amount of \$ 190. Please make your check or money order within 30 days from today. Payable to the City of Gretna Traffic Enforcement Program, it may be mailed to:

The City of Gretna Traffic Enforcement Program
P.O. Box 76788
Cleveland, OH 44101-6500

NOTE: Actions to enforce this civil penalty and related fees may consist of, but not be limited to: Collection process from the original date of issue of the original notice, and Vehicle immobilization (booting) and/or initiating actions through a small claims court.

I have determined that you ARE NOT RESPONSIBLE for the outstanding fines/penalties and you are not liable, therefore no payment is required.

Person at hearing withdrew their request for a hearing and is responsible for \$ _____

[Signature]
Hearing Officer Name



3/15/16
Date

Photo Enforcement Call Center number for citizen inquiries Phone: 1-877-847-2326

CITY OF GRETNA, LOUISIANA

TRAFFIC ENFORCEMENT PROGRAM

NOTICE OF VIOLATION - MOBILE SPEED

NOTICE NUMBER: GRM11023045

The City of Gretna has a speed traffic enforcement program in effect to reduce the number of speed violations. As you can see from the photos to the right, a vehicle registered in your name and described below has been photographed exceeding the posted speed limit.

DATE OF VIOLATION December 4, 2011	TIME OF VIOLATION 8:15PM
----------------------------------------------	------------------------------------

NAME (FIRST, MIDDLE, LAST)
MICHAEL BRANTLEY JR

ADDRESS (STREET, APT #)
[REDACTED]

CITY FERRYTOWN	STATE LA	ZIP 70056
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VEH. LIC. NO. [REDACTED]	VEH. STATE LA	VEH. YEAR 2008
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VEH. MAKE CHEVROLET	VEH. BODY Utility	REG. YEAR 2013
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VEH VIN#
[REDACTED]

PENALTY AMOUNT \$120.00	ORDINANCE City of Gretna Code of Ordinances, Chapter 90, Article 7	DESCRIPTION Exceeding Posted Speed Limit, ("Vehicle Speed")
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LOCATION OF VIOLATION
800 BLK GRETNA BLVD (W/B)

YOU MUST RESPOND TO THIS NOTICE ON OR BEFORE:
DATE: **January 6, 2012**

REGISTERED OWNER (FIRST, MIDDLE, LAST)
MICHAEL BRANTLEY JR

ADDRESS (STREET, APT #)
[REDACTED]

CITY FERRYTOWN	STATE LA	ZIP 70056
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PLEASE NOTE THE RECORDED IMAGES CONSTITUTE EVIDENCE OF A VIOLATION OF THE CITY OF GRETNA CODE OF ORDINANCES, CHAPTER 90, ARTICLE 7.

THE VEHICLE DESCRIBED ABOVE WAS PHOTOGRAPHED AND DETERMINED BY TRAFFIC RADAR TO BE IN EXCESS OF THE POSTED SPEED LIMIT. THIS VEHICLE WAS OPERATED AT A SPEED OF **34** MPH IN A POSTED **25** MPH ZONE.

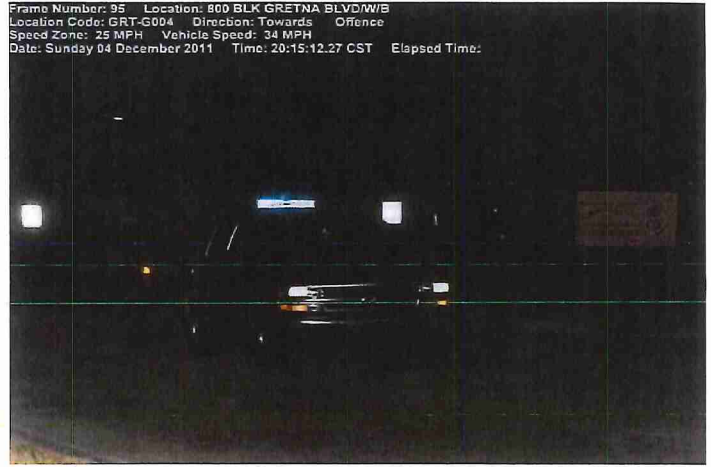
BASED UPON MY REVIEW AND INSPECTION OF THE RECORDED IMAGES, I STATE A VIOLATION OF CITY OF GRETNA CODE OF ORDINANCES, CHAPTER 90, ARTICLE 7, HAS OCCURRED.

I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF LOUISIANA THE FOREGOING STATEMENT IS TRUE AND CORRECT.

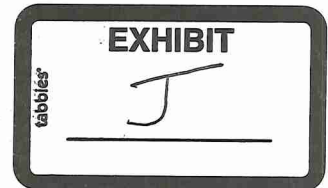
Dec 7, 2011  760

DATE ISSUED	OFFICER	BADGE NO.
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NOTE: As the registered owner of the vehicle described in this Notice, you are responsible for paying this penalty by Jan 6, 2012.
Failure to respond to this notice will result in an additional \$75.00 late payment penalty.

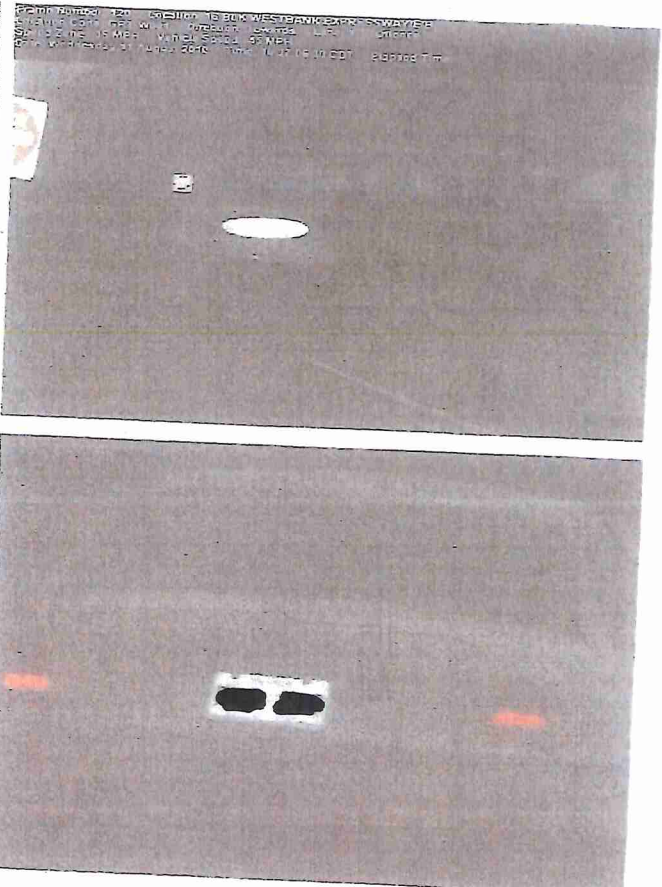


COPY



CITY OF GRETNA, LOUISIANA
TRAFFIC ENFORCEMENT PROGRAM
NOTICE OF VIOLATION - MOBILE SPEED
NOTICE NUMBER: GRM10010955

The City of Gretna has a speed traffic enforcement program in effect to reduce the number of speed violations. As you can see from the photos to the right, a vehicle registered in your name and described below has been photographed exceeding the posted speed limit.



DATE OF VIOLATION August 11, 2010		TIME OF VIOLATION 4:37PM
NAME (FIRST, MIDDLE, LAST) DEBRA D BOUDREAU		
ADDRESS (STREET, APT #) [REDACTED]		
CITY [REDACTED]	STATE [REDACTED]	ZIP [REDACTED]
VEH. LIC. NO. [REDACTED]	VEH. STATE [REDACTED]	VEH. YEAR [REDACTED]
VEH. MAKE SATURN	VEH. BODY 4 door Automobile	REG. YEAR 2011
VEH VIN# [REDACTED]		
PENALTY AMOUNT \$120.00	ORDINANCE City of Gretna Code of Ordinances, Chapter 90, Article 7	DESCRIPTION Exceeding Posted Speed Limit, ("Vehicle Speed")

LOCATION OF VIOLATION
16 BLK WESTBANK EXPRESSWAY (E/B)

YOU MUST RESPOND TO THIS NOTICE ON OR BEFORE:
DATE September 13, 2010

REGISTERED OWNER (FIRST, MIDDLE, LAST)
DEBRA D BOUDREAU

ADDRESS (STREET, APT #)
[REDACTED]

CITY [REDACTED] STATE [REDACTED] ZIP [REDACTED]

PLEASE NOTE THE RECORDED IMAGES CONSTITUTE EVIDENCE OF A VIOLATION OF THE CITY OF GRETNA CODE OF ORDINANCES, CHAPTER 90, ARTICLE 7.

THE VEHICLE DESCRIBED ABOVE WAS PHOTOGRAPHED AND DETERMINED BY TRAFFIC RADAR TO BE IN EXCESS OF THE POSTED SPEED LIMIT. THIS VEHICLE WAS OPERATED AT A SPEED OF 45 MPH IN A POSTED 35 MPH ZONE.

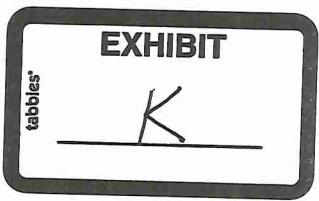
BASED UPON MY REVIEW AND INSPECTION OF THE RECORDED IMAGES, I STATE A VIOLATION OF CITY OF GRETNA CODE OF ORDINANCES, CHAPTER 90, ARTICLE 7, HAS OCCURRED.

I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF LOUISIANA THE FOREGOING STATEMENT IS TRUE AND CORRECT.

Aug 13, 2010 [Signature] 760

DATE ISSUED OFFICER BADGE NO.

NOTE: As the registered owner of the vehicle described in this Notice, you are responsible for paying this penalty by Sep 13, 2010. Failure to respond to this notice will result in an additional \$75.00 late payment penalty.



CITY OF GRETNA, LOUISIANA
TRAFFIC ENFORCEMENT PROGRAM
NOTICE OF VIOLATION - MOBILE SPEED
NOTICE NUMBER: GRM14025421

The City of Gretna has a speed traffic enforcement program in effect to reduce the number of speed violations. As you can see from the photos to the right, a vehicle registered in your name and described below has been photographed exceeding the posted speed limit.

DATE OF VIOLATION October 5, 2014	TIME OF VIOLATION 10:45AM
--------------------------------------	------------------------------

NAME (FIRST, MIDDLE, LAST)
ROBERT B BOUDREAUX

ADDRESS (STREET, APT #)
 [REDACTED]

CITY [REDACTED]	STATE [REDACTED]	ZIP [REDACTED]
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VEH. LIC. NO. [REDACTED]	VEH. STATE [REDACTED]	VEH. YEAR [REDACTED]
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VEH. MAKE MAZDA	VEH. BODY 4 door Automobile	REG. YEAR 2016
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VEH VIN#
 [REDACTED]

PENALTY AMOUNT \$140.00	ORDINANCE City of Gretna Code of Ordinances, Chapter 90, Article 7	DESCRIPTION Exceeding Posted Speed Limit, ("Vehicle Speed")
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LOCATION OF VIOLATION
800 BLK WESTBANK EXPRESSWAY (W/B)

YOU MUST RESPOND TO THIS NOTICE ON OR BEFORE
 DATE: **November 10, 2014**

REGISTERED OWNER (FIRST, MIDDLE, LAST)
ROBERT B BOUDREAUX

ADDRESS (STREET, APT #)
 [REDACTED]

CITY [REDACTED]	STATE [REDACTED]	ZIP [REDACTED]
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PLEASE NOTE THE RECORDED IMAGES CONSTITUTE EVIDENCE OF A VIOLATION OF THE CITY OF GRETNA CODE OF ORDINANCES, CHAPTER 90, ARTICLE 7.

THE VEHICLE DESCRIBED ABOVE WAS PHOTOGRAPHED AND DETERMINED BY TRAFFIC RADAR TO BE IN EXCESS OF THE POSTED SPEED LIMIT. THIS VEHICLE WAS OPERATED AT A SPEED OF 46 MPH IN A POSTED 35 MPH ZONE.

BASED UPON MY REVIEW AND INSPECTION OF THE RECORDED IMAGES, I STATE A VIOLATION OF CITY OF GRETNA CODE OF ORDINANCES, CHAPTER 90, ARTICLE 7, HAS OCCURRED.

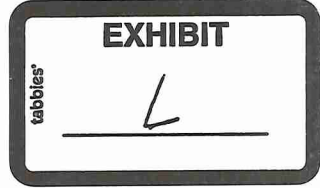
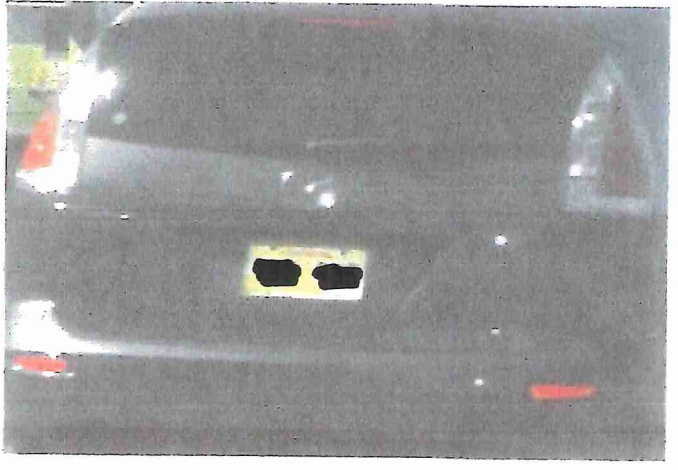
I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF LOUISIANA THE FOREGOING STATEMENT IS TRUE AND CORRECT.

Oct 9, 2014 *[Signature]*

DATE ISSUED	OFFICER	BADGE NO.
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NOTE: As the registered owner of the vehicle described in this Notice, you are responsible for paying this penalty by Nov 10, 2014. Failure to respond to this notice will result in an additional \$75.00 late payment penalty.

Location: GRM-WTB / 800 BLK WESTBANK EXPRESSWAY (W/B) Operator ID: KFI 01
 Speed Limit: 35 MPH Vehicle Speed: 46 MPH Direction: Towards
 Sunday 05 October 2014 10:45:22:785 ID: 75 Host: CRT-SPUN-030



CITY OF GRETNA, LOUISIANA
TRAFFIC ENFORCEMENT PROGRAM
NOTICE OF VIOLATION - MOBILE SPEED
NOTICE NUMBER: GRM14033888

The City of Gretna has a speed traffic enforcement program in effect to reduce the number of speed violations. As you can see from the photos to the right, a vehicle registered in your name and described below has been photographed exceeding the posted speed limit.

DATE OF VIOLATION: December 14, 2014
 TIME OF VIOLATION: 1:46P

NAME (FIRST, MIDDLE, LAST): ROBERT B BOUDREAU

ADDRESS (STREET, APT #): [REDACTED]

CITY: [REDACTED] STATE: [REDACTED] ZIP: [REDACTED]

VEH. LIC. NO: [REDACTED] VEH. STATE: [REDACTED] VEH. YEAR: [REDACTED]

VEH. MAKE: MAZDA VEH. BODY: 4 door Automobile REG. YEAR: 2016

VEH VIN#: [REDACTED]

PENALTY AMOUNT \$180.00	ORDINANCE City of Gretna Code of Ordinances, Chapter 90, Article 7	DESCRIPTION Exceeding Posted Speed Limit, ("Vehicle Speed")
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LOCATION OF VIOLATION: 800 BLK GRETNA BLVD (W/B)

YOU MUST RESPOND TO THIS NOTICE ON OR BEFORE: DATE: January 20, 2015

REGISTERED OWNER (FIRST, MIDDLE, LAST): ROBERT B BOUDREAU

ADDRESS (STREET, APT #): [REDACTED]

CITY: [REDACTED] STATE: [REDACTED] ZIP: [REDACTED]

PLEASE NOTE THE RECORDED IMAGES CONSTITUTE EVIDENCE OF A VIOLATION OF THE CITY OF GRETNA CODE OF ORDINANCES, CHAPTER 90, ARTICLE 7.

THE VEHICLE DESCRIBED ABOVE WAS PHOTOGRAPHED AND DETERMINED BY TRAFFIC RADAR TO BE IN EXCESS OF THE POSTED SPEED LIMIT. THIS VEHICLE WAS OPERATED AT A SPEED OF 32 MPH IN A POSTED 25 MPH ZONE.

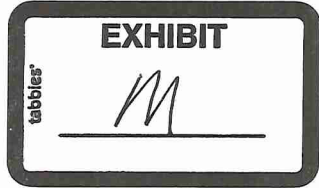
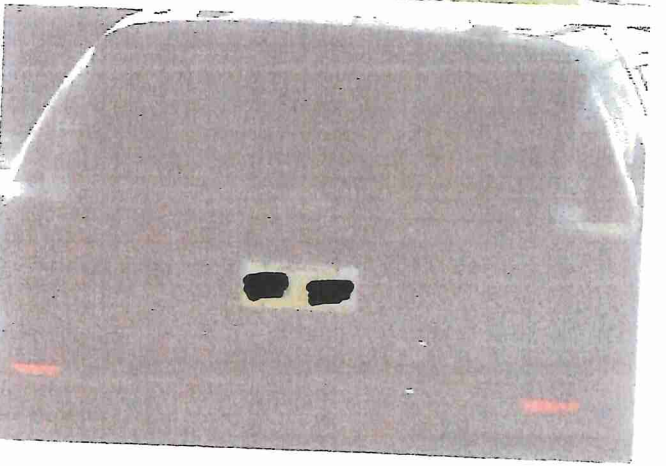
BASED UPON MY REVIEW AND INSPECTION OF THE RECORDED IMAGES, I STATE A VIOLATION OF CITY OF GRETNA CODE OF ORDINANCES, CHAPTER 90, ARTICLE 7, HAS OCCURRED.

I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF LOUISIANA THE FOREGOING STATEMENT IS TRUE AND CORRECT.

Dec 19, 2014 *[Signature]*

DATE ISSUED: _____ OFFICER: _____ BADGE NO.: _____

NOTE: As the registered owner of the vehicle described in this Notice, you are responsible for paying this penalty by Jan 20, 2015. Failure to respond to this notice will result in an additional \$75.00 late payment penalty.



CITY OF GRETNA, LOUISIANA

TRAFFIC ENFORCEMENT PROGRAM

NOTICE OF VIOLATION - MOBILE SPEED

NOTICE NUMBER: GRM10025356

The City of Gretna has a speed traffic enforcement program in effect to reduce the number of speed violations. As you can see from the photos to the right, a vehicle registered in your name and described below has been photographed exceeding the posted speed limit.

DATE OF VIOLATION November 25, 2010	TIME OF VIOLATION 11:08AM
-----------------------------------------------	-------------------------------------

NAME (FIRST, MIDDLE, LAST)
JUDITH L TRIAGLE

ADDRESS (STREET, APT #)
[REDACTED]

CITY STATE ZIP
[REDACTED] [REDACTED] [REDACTED]

VEH. LIC.NO [REDACTED]	VEH. STATE [REDACTED]	VEH. YEAR [REDACTED]
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VEH. MAKE BMW	VEH. BODY 4 door Automobile	REG. YEAR 2011
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VEH VIN#
[REDACTED]

PENALTY AMOUNT \$160.00	ORDINANCE City of Gretna Code of Ordinances, Chapter 90, Article 7	DESCRIPTION Exceeding Posted Speed Limit, ("Vehicle Speed")
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LOCATION OF VIOLATION
2131 BELLE CHASE HWY (N/B)

YOU MUST RESPOND TO THIS NOTICE ON OR BEFORE:
DATE: **December 29, 2010**

REGISTERED OWNER (FIRST, MIDDLE, LAST)
JUDITH L TRIAGLE

ADDRESS (STREET, APT #)
[REDACTED]

CITY STATE ZIP
[REDACTED] [REDACTED] [REDACTED]

PLEASE NOTE THE RECORDED IMAGES CONSTITUTE EVIDENCE OF A VIOLATION OF THE CITY OF GRETNA CODE OF ORDINANCES, CHAPTER 90, ARTICLE 7.

THE VEHICLE DESCRIBED ABOVE WAS PHOTOGRAPHED AND DETERMINED BY TRAFFIC RADAR TO BE IN EXCESS OF THE POSTED SPEED LIMIT. **THIS VEHICLE WAS OPERATED AT A SPEED OF 51 MPH IN A POSTED 35 MPH ZONE.**

BASED UPON MY REVIEW AND INSPECTION OF THE RECORDED IMAGES, I STATE A VIOLATION OF CITY OF GRETNA CODE OF ORDINANCES, CHAPTER 90, ARTICLE 7, HAS OCCURRED.

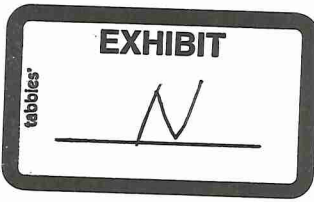
I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF LOUISIANA THE FOREGOING STATEMENT IS TRUE AND CORRECT.

Nov 29, 2010  760

DATE ISSUED OFFICER BADGE NO.

NOTE: As the registered owner of the vehicle described in this Notice, you are responsible for paying this penalty by Dec 29, 2010.
Failure to respond to this notice will result in an additional \$75.00 late payment penalty.

Frame Number: 61 Location: 2131 BELLE CHASE HWY/N/B
Location Code: GRT-B002 Direction: Towards Offence
Speed Zone: 35 MPH Vehicle Speed: 51 MPH
Date: Thursday 25 November 2010 Time: 11:08:26.71 CST Elapsed Time:



CITY OF GRETNA, LOUISIANA
TRAFFIC ENFORCEMENT PROGRAM
NOTICE OF VIOLATION - MOBILE SPEED
NOTICE NUMBER: GRM11018039

The City of Gretna has a speed traffic enforcement program in effect to reduce the number of speed violations. As you can see from the photos to the right, a vehicle registered in your name and described below has been photographed exceeding the posted speed limit.

DATE OF VIOLATION September 28, 2011	TIME OF VIOLATION 8:05PM
------------------------------------------------	------------------------------------

NAME (FIRST, MIDDLE, LAST)
CHARLES W BRISON

ADDRESS (STREET, APT #)
 [REDACTED]

CITY [REDACTED]	STATE [REDACTED]	ZIP [REDACTED]
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VEH. LIC.NO [REDACTED]	VEH. STATE LA	VEH. YEAR 2010
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VEH. MAKE FORD	VEH. BODY Pick up Truck	REG. YEAR 2013
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VEH VIN#
 [REDACTED]

PENALTY AMOUNT \$140.00	ORDINANCE City of Gretna Code of Ordinances, Chapter 90, Article 7	DESCRIPTION Exceeding Posted Speed Limit, ("Vehicle Speed")
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LOCATION OF VIOLATION
2131 BELLE CHASE HWY (N/B)

YOU MUST RESPOND TO THIS NOTICE ON OR BEFORE:
 DATE: **November 2, 2011**

REGISTERED OWNER (FIRST, MIDDLE, LAST)
CHARLES W BRISON

ADDRESS (STREET, APT #)
 [REDACTED]

CITY [REDACTED]	STATE [REDACTED]	ZIP [REDACTED]
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PLEASE NOTE THE RECORDED IMAGES CONSTITUTE EVIDENCE OF A VIOLATION OF THE CITY OF GRETNA CODE OF ORDINANCES, CHAPTER 90, ARTICLE 7.

THE VEHICLE DESCRIBED ABOVE WAS PHOTOGRAPHED AND DETERMINED BY TRAFFIC RADAR TO BE IN EXCESS OF THE POSTED SPEED LIMIT. **THIS VEHICLE WAS OPERATED AT A SPEED OF 47 MPH IN A POSTED 35 MPH ZONE.**

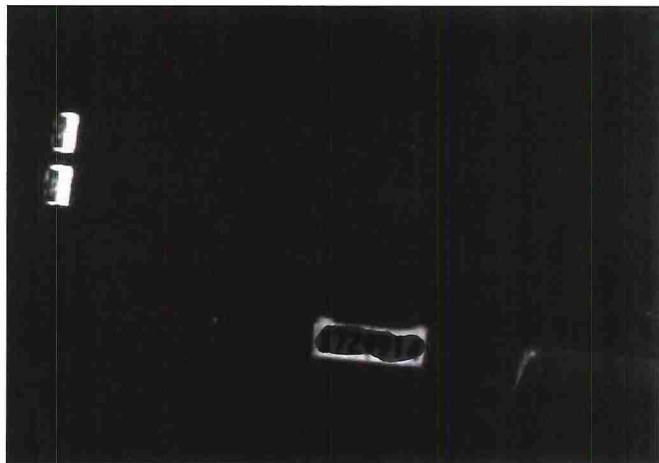
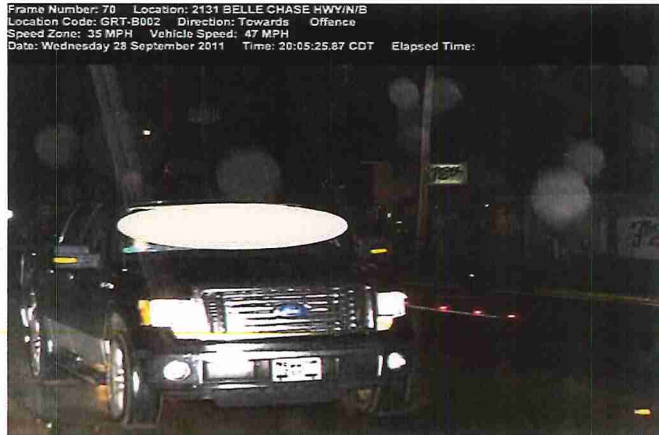
BASED UPON MY REVIEW AND INSPECTION OF THE RECORDED IMAGES, I STATE A VIOLATION OF CITY OF GRETNA CODE OF ORDINANCES, CHAPTER 90, ARTICLE 7, HAS OCCURRED.

I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF LOUISIANA THE FOREGOING STATEMENT IS TRUE AND CORRECT.

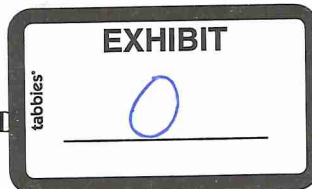
Oct 3, 2011  760

DATE ISSUED OFFICER BADGE NO.

NOTE: As the registered owner of the vehicle described in this Notice, you are responsible for paying this penalty by Nov 2, 2011.
 Failure to respond to this notice will result in an additional \$75.00 late payment penalty.



CONFIDENTIAL – SUBJECT TO PROTECTIVE ORDER



RF000671

CITY OF GRETNA, LOUISIANA
TRAFFIC ENFORCEMENT PROGRAM
NOTICE OF VIOLATION - MOBILE SPEED
NOTICE NUMBER: GRM13027445

The City of Gretna has a speed traffic enforcement program in effect to reduce the number of speed violations. As you can see from the photos to the right, a vehicle registered in your name and described below has been photographed exceeding the posted speed limit.

DATE OF VIOLATION August 15, 2013	TIME OF VIOLATION 9:03PM
---------------------------------------------	------------------------------------

NAME (FIRST, MIDDLE, LAST)
CHARLES W BRISON

ADDRESS (STREET, APT #)
 [REDACTED]

CITY [REDACTED]	STATE [REDACTED]	ZIP [REDACTED]
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VEH. LIC.NO. [REDACTED]	VEH. STATE LA	VEH. YEAR 2009
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VEH. MAKE FORD	VEH. BODY	REG. YEAR 2013
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VEH VIN#
 [REDACTED]

PENALTY AMOUNT \$160.00	ORDINANCE City of Gretna Code of Ordinances, Chapter 90, Article 7	DESCRIPTION Exceeding Posted Speed Limit, ("Vehicle Speed")
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LOCATION OF VIOLATION
2131 BELLE CHASE HWY (N/B)

YOU MUST RESPOND TO THIS NOTICE ON OR BEFORE:
 DATE: **September 18, 2013**

REGISTERED OWNER (FIRST, MIDDLE, LAST)
CHARLES W BRISON

ADDRESS (STREET, APT #)
 [REDACTED]

CITY [REDACTED]	STATE [REDACTED]	ZIP [REDACTED]
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PLEASE NOTE THE RECORDED IMAGES CONSTITUTE EVIDENCE OF A VIOLATION OF THE CITY OF GRETNA CODE OF ORDINANCES, CHAPTER 90, ARTICLE 7.

THE VEHICLE DESCRIBED ABOVE WAS PHOTOGRAPHED AND DETERMINED BY TRAFFIC RADAR TO BE IN EXCESS OF THE POSTED SPEED LIMIT. THIS VEHICLE WAS OPERATED AT A SPEED OF 55 MPH IN A POSTED 35 MPH ZONE.

BASED UPON MY REVIEW AND INSPECTION OF THE RECORDED IMAGES, I STATE A VIOLATION OF CITY OF GRETNA CODE OF ORDINANCES, CHAPTER 90, ARTICLE 7, HAS OCCURRED.

I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF LOUISIANA THE FOREGOING STATEMENT IS TRUE AND CORRECT.

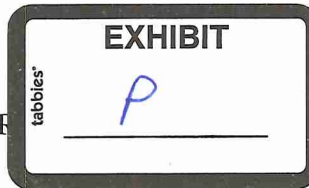
Aug 19, 2013 *Susan Ann [Signature]*

DATE ISSUED	OFFICER	BADGE NO.
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NOTE: As the registered owner of the vehicle described in this Notice, you are responsible for paying this penalty by Sep 18, 2013.
 Failure to respond to this notice will result in an additional \$75.00 late payment penalty.



Location: GRT-S002 / 2131 BELLE CHASE HWY/N/B Operator ID: KJM01
 Speed Limit: 35 MPH Vehicle Speed: 55 MPH Direction: Towards
 Thursday 15 August 2013 21:03:26.003 ID: 30 Host: GRT-SPVN-03D



CITY OF GRETNA, LOUISIANA
TRAFFIC ENFORCEMENT PROGRAM
NOTICE OF VIOLATION - MOBILE SPEED
NOTICE NUMBER: GRM16023876

The City of Gretna has a speed traffic enforcement program in effect to reduce the number of speed violations. As you can see from the photos to the right, a vehicle registered in your name and described below has been photographed exceeding the posted speed limit.

DATE OF VIOLATION September 5, 2016	TIME OF VIOLATION 4:12PM
-----------------------------------------------	------------------------------------

NAME (FIRST, MIDDLE, LAST)
CHARLES W BRISON JR

ADDRESS (STREET, APT #)
 [REDACTED]

CITY [REDACTED]	STATE [REDACTED]	ZIP [REDACTED]
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VEH. LIC. NO. [REDACTED]	VEH. STATE LA	VEH. YEAR 1999
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VEH. MAKE FORD	VEH. BODY Coupe	REG. YEAR 2018
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VEH VIN#
 [REDACTED]

PENALTY AMOUNT \$120.00	ORDINANCE City of Gretna Code of Ordinances, Chapter 90, Article 7	DESCRIPTION Exceeding Posted Speed Limit, ("Vehicle Speed")
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LOCATION OF VIOLATION
2131 BELLE CHASE HWY (N/B)

YOU MUST RESPOND TO THIS NOTICE ON OR BEFORE:
 DATE: **October 17, 2016**

REGISTERED OWNER (FIRST, MIDDLE, LAST)
CHARLES W BRISON JR

ADDRESS (STREET, APT #)
 [REDACTED]

CITY [REDACTED]	STATE [REDACTED]	ZIP [REDACTED]
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PLEASE NOTE THE RECORDED IMAGES CONSTITUTE EVIDENCE OF A VIOLATION OF THE CITY OF GRETNA CODE OF ORDINANCES, CHAPTER 90, ARTICLE 7.

THE VEHICLE DESCRIBED ABOVE WAS PHOTOGRAPHED AND DETERMINED BY TRAFFIC RADAR TO BE IN EXCESS OF THE POSTED SPEED LIMIT. THIS VEHICLE WAS OPERATED AT A SPEED OF 45 MPH IN A POSTED 35 MPH ZONE.

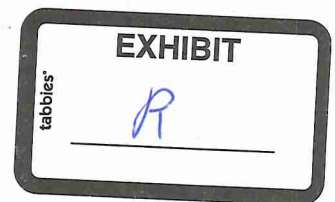
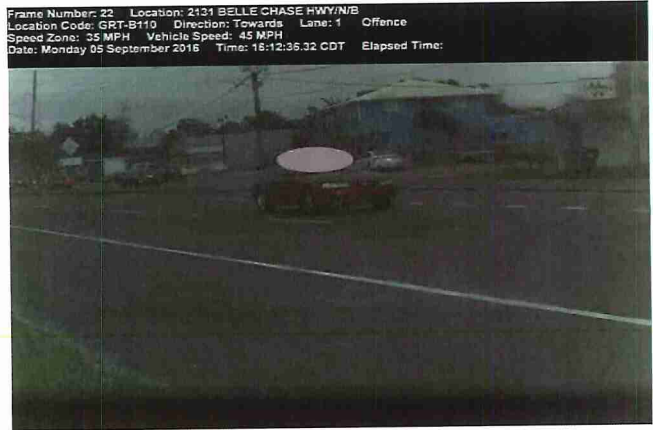
BASED UPON MY REVIEW AND INSPECTION OF THE RECORDED IMAGES, I STATE A VIOLATION OF CITY OF GRETNA CODE OF ORDINANCES, CHAPTER 90, ARTICLE 7, HAS OCCURRED.

I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF LOUISIANA THE FOREGOING STATEMENT IS TRUE AND CORRECT.

Sep 16, 2016 

DATE ISSUED	OFFICER	BADGE NO.
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NOTE: As the registered owner of the vehicle described in this Notice, you are responsible for paying this penalty by Oct 17, 2016.
 Failure to respond to this notice will result in an additional \$75.00 late payment penalty.



CITY OF GRETNA, LOUISIANA
TRAFFIC ENFORCEMENT PROGRAM
NOTICE OF VIOLATION - MOBILE SPEED
NOTICE NUMBER: GRM15006388

The City of Gretna has a speed traffic enforcement program in effect to reduce the number of speed violations. As you can see from the photos to the right, a vehicle registered in your name and described below has been photographed exceeding the posted speed limit.

DATE OF VIOLATION February 21, 2015	TIME OF VIOLATION 2:04PM
-----------------------------------------------	------------------------------------

NAME (FIRST, MIDDLE, LAST)
PATRICIA L CUNNINGHAM

ADDRESS (STREET, APT #)
 [REDACTED]

CITY [REDACTED]	STATE LA	ZIP [REDACTED]
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VEH. LIC.NO [REDACTED]	VEH. STATE LA	VEH. YEAR 2014
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VEH. MAKE FORD	VEH. BODY 4 door Automobile	REG. YEAR 2017
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VEH VIN#
 [REDACTED]

PENALTY AMOUNT \$160.00	ORDINANCE City of Gretna Code of Ordinances, Chapter 90, Article 7	DESCRIPTION Exceeding Posted Speed Limit, ("Vehicle Speed")
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LOCATION OF VIOLATION
900 WESTBANK EXPRESSWAY (E/B)

YOU MUST RESPOND TO THIS NOTICE ON OR BEFORE:
 DATE: **March 30, 2015**

REGISTERED OWNER (FIRST, MIDDLE, LAST)
PATRICIA L CUNNINGHAM

ADDRESS (STREET, APT #)
 [REDACTED]

CITY [REDACTED]	STATE [REDACTED]	ZIP [REDACTED]
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PLEASE NOTE THE RECORDED IMAGES CONSTITUTE EVIDENCE OF A VIOLATION OF THE CITY OF GRETNA CODE OF ORDINANCES, CHAPTER 90, ARTICLE 7.

THE VEHICLE DESCRIBED ABOVE WAS PHOTOGRAPHED AND DETERMINED BY TRAFFIC RADAR TO BE IN EXCESS OF THE POSTED SPEED LIMIT. THIS VEHICLE WAS OPERATED AT A SPEED OF **51** MPH IN A POSTED **35** MPH ZONE.

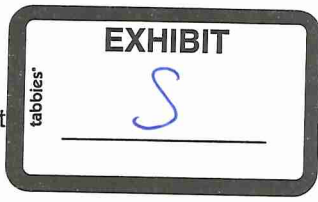
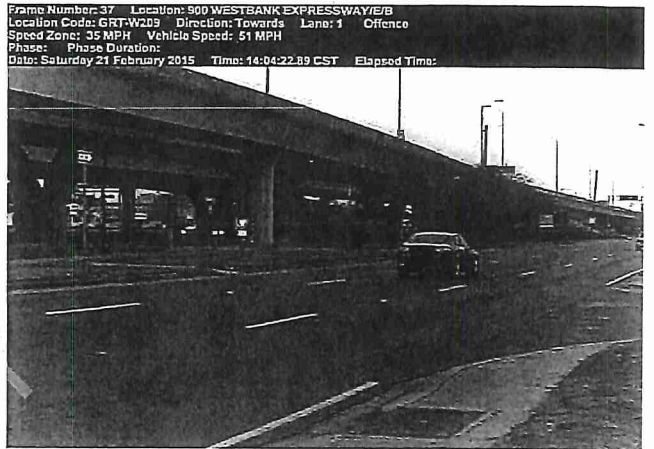
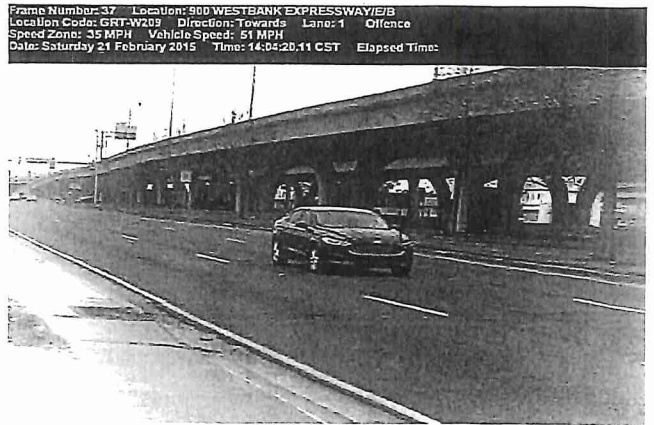
BASED UPON MY REVIEW AND INSPECTION OF THE RECORDED IMAGES, I STATE A VIOLATION OF CITY OF GRETNA CODE OF ORDINANCES, CHAPTER 90, ARTICLE 7, HAS OCCURRED.

I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF LOUISIANA THE FOREGOING STATEMENT IS TRUE AND CORRECT.

Feb 27, 2015 *J. Matula*

DATE ISSUED	OFFICER	BADGE NO.
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NOTE: As the registered owner of the vehicle described in this Notice, you are responsible for paying this penalty by Mar 30, 2015. Failure to respond to this notice will result in an additional \$75.00 late payment penalty.



CITY OF GRETNA, LOUISIANA
TRAFFIC ENFORCEMENT PROGRAM
NOTICE OF VIOLATION - MOBILE SPEED
NOTICE NUMBER: GRM17008056

The City of Gretna has a speed traffic enforcement program in effect to reduce the number of speed violations. As you can see from the photos to the right, a vehicle registered in your name and described below has been photographed exceeding the posted speed limit.

DATE OF VIOLATION April 2, 2017	TIME OF VIOLATION 6:11PM
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NAME (FIRST, MIDDLE, LAST)
PATRICIA L CUNNINGHAM

ADDRESS (STREET, APT #)
 [REDACTED]

CITY [REDACTED]	STATE [REDACTED]	ZIP [REDACTED]
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VEH. LIC.NO. [REDACTED]	VEH. STATE LA	VEH. YEAR 2014
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VEH. MAKE FORD	VEH. BODY 4 door Automobile	REG. YEAR 2019
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VEH VIN#
 [REDACTED]

PENALTY AMOUNT \$140.00	ORDINANCE City of Gretna Code of Ordinances, Chapter 90, Article 7	DESCRIPTION Exceeding Posted Speed Limit, ("Vehicle Speed")
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LOCATION OF VIOLATION
16 BLK WESTBANK EXPRESSWAY (E/B)

YOU MUST RESPOND TO THIS NOTICE ON OR BEFORE:
 DATE: **May 8, 2017**

REGISTERED OWNER (FIRST, MIDDLE, LAST)
PATRICIA L CUNNINGHAM

ADDRESS (STREET, APT #)
 [REDACTED]

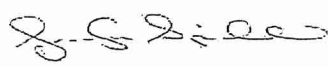
CITY [REDACTED]	STATE [REDACTED]	ZIP [REDACTED]
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PLEASE NOTE THE RECORDED IMAGES CONSTITUTE EVIDENCE OF A VIOLATION OF THE CITY OF GRETNA CODE OF ORDINANCES, CHAPTER 90, ARTICLE 7.

THE VEHICLE DESCRIBED ABOVE WAS PHOTOGRAPHED AND DETERMINED BY TRAFFIC RADAR TO BE IN EXCESS OF THE POSTED SPEED LIMIT. THIS VEHICLE WAS OPERATED AT A SPEED OF 49 MPH IN A POSTED 35 MPH ZONE.

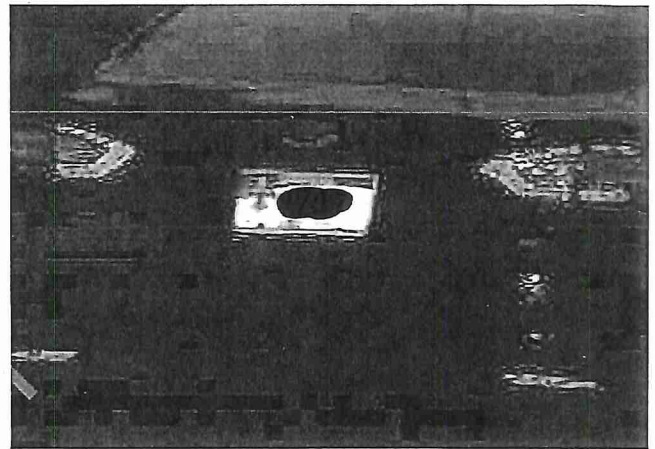
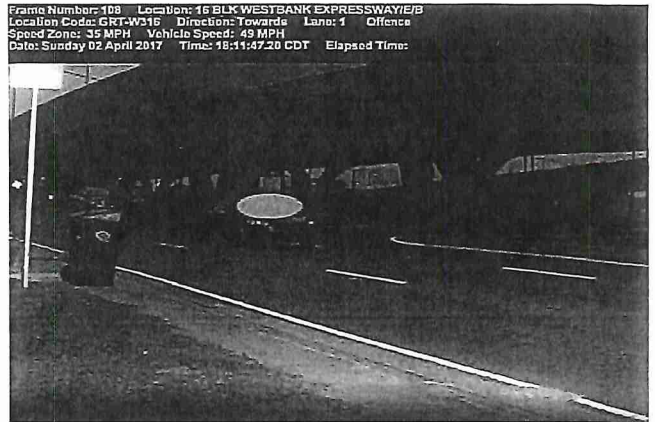
BASED UPON MY REVIEW AND INSPECTION OF THE RECORDED IMAGES, I STATE A VIOLATION OF CITY OF GRETNA CODE OF ORDINANCES, CHAPTER 90, ARTICLE 7, HAS OCCURRED.

I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF LOUISIANA THE FOREGOING STATEMENT IS TRUE AND CORRECT.

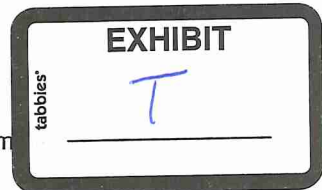
Apr 6, 2017  5554

DATE ISSUED	OFFICER	BADGE NO.
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NOTE: As the registered owner of the vehicle described in this Notice, you are responsible for paying this penalty by May 8, 2017. Failure to respond to this notice will result in an additional \$75.00 late payment penalty.



Frame Number: 108 Location: 16 BLK WESTBANK EXPRESSWAY(E/B)
 Location Code: GRT-W316 Direction: Towards Lane: 4 Offence
 Speed Zone: 35 MPH Vehicle Speed: 49 MPH
 Date: Sunday 02 April 2017 Time: 18:11:47.20 CDT Elapsed Time:



CITY OF GRETNA, LOUISIANA
TRAFFIC ENFORCEMENT PROGRAM
NOTICE OF VIOLATION - MOBILE SPEED
NOTICE NUMBER: GRM13025681

The City of Gretna has a speed traffic enforcement program in effect to reduce the number of speed violations. As you can see from the photos to the right, a vehicle registered in your name and described below has been photographed exceeding the posted speed limit.

DATE OF VIOLATION August 3, 2013	TIME OF VIOLATION 10:02PM
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NAME (FIRST, MIDDLE, LAST)
DELORES C TORTORICH

ADDRESS (STREET, APT #)
 [REDACTED]

CITY [REDACTED]	STATE [REDACTED]	ZIP [REDACTED]
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VEH. LIC.NO. [REDACTED]	VEH. STATE [REDACTED]	VEH. YEAR 2002
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VEH. MAKE JEEP	VEH. BODY 4 door Automobile	REG. YEAR 2014
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VEH VIN#
 [REDACTED]

PENALTY AMOUNT \$120.00	ORDINANCE City of Gretna Code of Ordinances, Chapter 90, Article 7	DESCRIPTION Exceeding Posted Speed Limit, ("Vehicle Speed")
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LOCATION OF VIOLATION
2131 BELLE CHASE HWY (N/B)

YOU MUST RESPOND TO THIS NOTICE ON OR BEFORE:
 DATE: **September 9, 2013**

REGISTERED OWNER (FIRST, MIDDLE, LAST)
 [REDACTED]

ADDRESS (STREET, APT #)
 [REDACTED]

CITY [REDACTED]	STATE [REDACTED]	ZIP [REDACTED]
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PLEASE NOTE THE RECORDED IMAGES CONSTITUTE EVIDENCE OF A VIOLATION OF THE CITY OF GRETNA CODE OF ORDINANCES, CHAPTER 90, ARTICLE 7.

THE VEHICLE DESCRIBED ABOVE WAS PHOTOGRAPHED AND DETERMINED BY TRAFFIC RADAR TO BE IN EXCESS OF THE POSTED SPEED LIMIT. THIS VEHICLE WAS OPERATED AT A SPEED OF 45 MPH IN A POSTED 35 MPH ZONE.

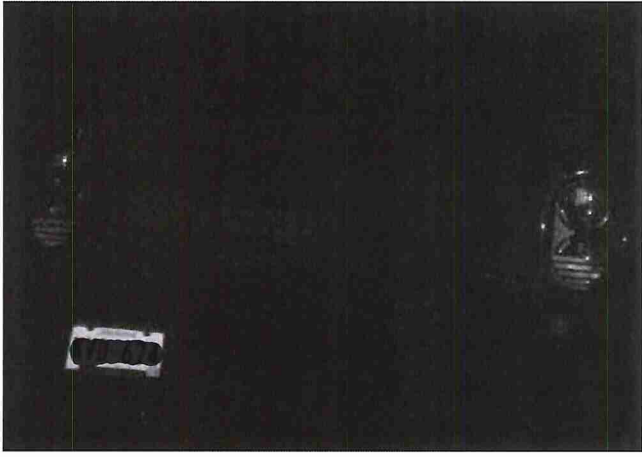
BASED UPON MY REVIEW AND INSPECTION OF THE RECORDED IMAGES, I STATE A VIOLATION OF CITY OF GRETNA CODE OF ORDINANCES, CHAPTER 90, ARTICLE 7, HAS OCCURRED.

I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF LOUISIANA THE FOREGOING STATEMENT IS TRUE AND CORRECT.

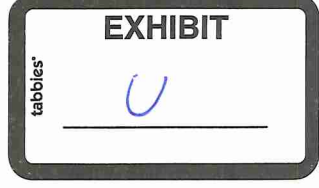
Aug 8, 2013 *Lucan Amador*

DATE ISSUED	OFFICER	BADGE NO.
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NOTE: As the registered owner of the vehicle described in this Notice, you are responsible for paying this penalty by Sep 9, 2013.
 Failure to respond to this notice will result in an additional \$75.00 late payment penalty.



Location: GRT-8002 / 2131 BELLE CHASE HWY/N/B Operator ID: KFL01
 Speed Limit: 35 MPH Vehicle Speed: 45 MPH Direction: Towards
 Saturday 03 August 2013 22:02:35.537 ID: 125 Host: GRT-SPVN-03D



CITY OF GRETNA, LOUISIANA
TRAFFIC ENFORCEMENT PROGRAM
NOTICE OF VIOLATION - MOBILE SPEED
NOTICE NUMBER: GRM17000146

The City of Gretna has a speed traffic enforcement program in effect to reduce the number of speed violations. As you can see from the photos to the right, a vehicle registered in your name and described below has been photographed exceeding the posted speed limit.

DATE OF VIOLATION December 27, 2016		TIME OF VIOLATION 9:06AM
NAME (FIRST, MIDDLE, LAST) TERENCE SINCLAIR COOPER		
ADDRESS (STREET, APT #) ████████████████████		
CITY ██████████	STATE ██	ZIP ██████
VEH. LIC.NO. ██████████	VEH. STATE ██	VEH. YEAR ██
VEH. MAKE JAGUAR	VEH. BODY 4 door Automobile	REG. YEAR 2017
VEH VIN# SAJWA0ES7DPS95825		
PENALTY AMOUNT \$140.00	ORDINANCE City of Gretna Code of Ordinances, Chapter 90, Article 7	DESCRIPTION Exceeding Posted Speed Limit, ("Vehicle Speed")

LOCATION OF VIOLATION
16 BLK WESTBANK EXPRESSWAY (E/B)

YOU MUST RESPOND TO THIS NOTICE ON OR BEFORE:
 DATE: **February 3, 2017**

REGISTERED OWNER (FIRST, MIDDLE, LAST)
TERENCE SINCLAIR COOPER

ADDRESS (STREET, APT #)
 ████████████████████

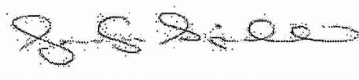
CITY ██████████ STATE ██ ZIP ████████

PLEASE NOTE THE RECORDED IMAGES CONSTITUTE EVIDENCE OF A VIOLATION OF THE CITY OF GRETNA CODE OF ORDINANCES, CHAPTER 90, ARTICLE 7.

THE VEHICLE DESCRIBED ABOVE WAS PHOTOGRAPHED AND DETERMINED BY TRAFFIC RADAR TO BE IN EXCESS OF THE POSTED SPEED LIMIT. THIS VEHICLE WAS OPERATED AT A SPEED OF 46 MPH IN A POSTED 35 MPH ZONE.

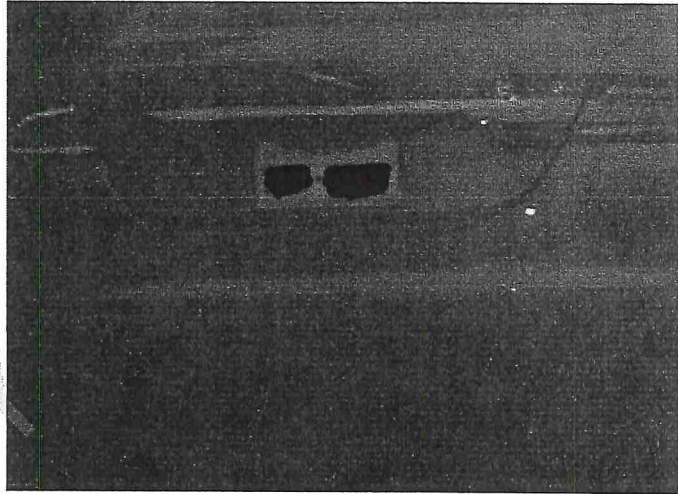
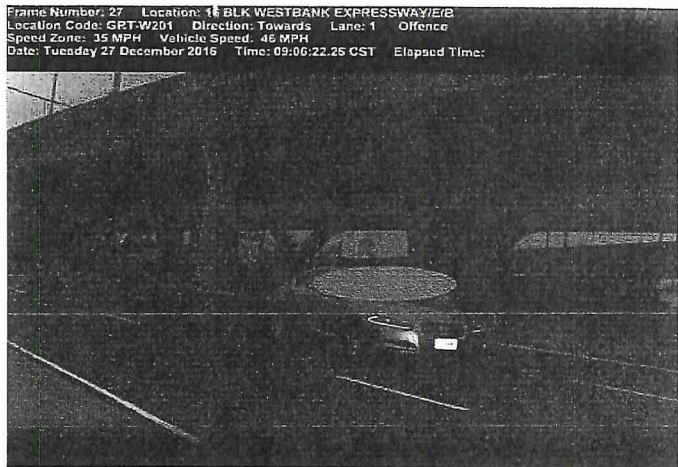
BASED UPON MY REVIEW AND INSPECTION OF THE RECORDED IMAGES, I STATE A VIOLATION OF CITY OF GRETNA CODE OF ORDINANCES, CHAPTER 90, ARTICLE 7, HAS OCCURRED.

I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF LOUISIANA THE FOREGOING STATEMENT IS TRUE AND CORRECT.

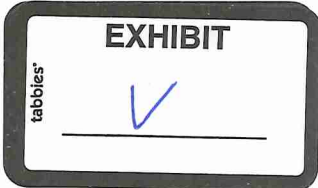
Jan 4, 2017 

DATE ISSUED OFFICER BADGE NO.

NOTE: As the registered owner of the vehicle described in this Notice, you are responsible for paying this penalty by Feb 3, 2017. Failure to respond to this notice will result in an additional \$75.00 late payment penalty.



COPY



CITY OF GRETNA, LOUISIANA
TRAFFIC ENFORCEMENT PROGRAM
NOTICE OF VIOLATION - SPEED
NOTICE NUMBER: GRM20001532

The City of Gretna has a speed traffic enforcement program in effect to reduce the number of speed violations. As you can see from the photos to the right, a vehicle registered in your name and described below has been photographed exceeding the posted speed limit.

DATE OF VIOLATION January 11, 2020	TIME OF VIOLATION 5:23PM
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NAME (FIRST, MIDDLE, LAST)
ERIN ELIZABETH STREVA

ADDRESS (STREET, APT #)
 [REDACTED]

CITY [REDACTED]	STATE [REDACTED]	ZIP [REDACTED]
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VEH. LIC.NO [REDACTED]	VEH. STATE [REDACTED]	VEH. YEAR [REDACTED]
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VEH. MAKE TOYOTA	VEH. BODY Utility	REG. YEAR 2021
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VEH VIN#
 [REDACTED]

PENALTY AMOUNT \$140.00	ORDINANCE City of Gretna Code of Ordinances, Section 52-366	DESCRIPTION Exceeding Posted Speed Limit ("Vehicle Speed")
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LOCATION OF VIOLATION
800 BLK GRETNA BLVD (W/B)

YOU MUST RESPOND TO THIS NOTICE ON OR BEFORE:
 DATE: **February 14, 2020**

REGISTERED OWNER (FIRST, MIDDLE, LAST)
ERIN ELIZABETH STREVA

ADDRESS (STREET, APT #)
 [REDACTED]

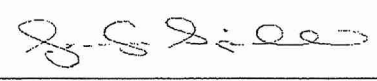
CITY [REDACTED]	STATE [REDACTED]	ZIP [REDACTED]
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PLEASE NOTE THE RECORDED IMAGES CONSTITUTE EVIDENCE OF A VIOLATION OF THE CITY OF GRETNA CODE OF ORDINANCES, SECTION 52-366.

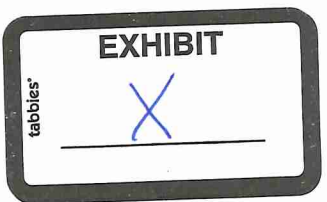
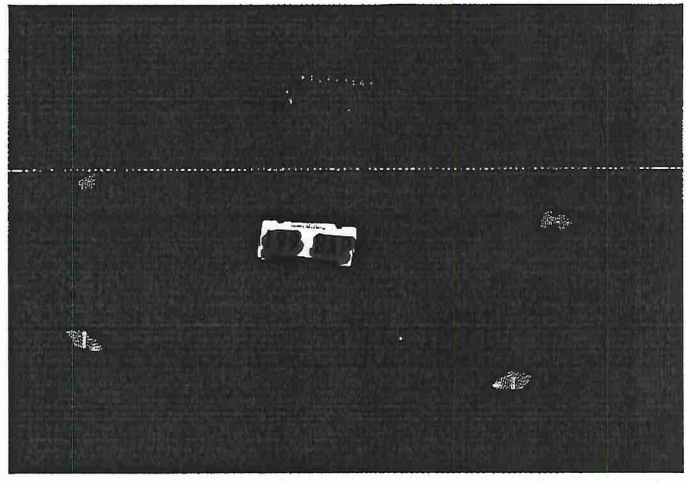
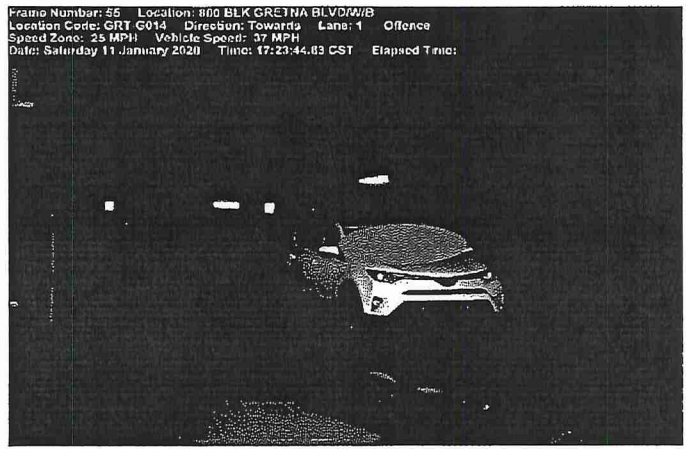
THE VEHICLE DESCRIBED ABOVE WAS PHOTOGRAPHED AND DETERMINED BY TRAFFIC RADAR TO BE IN EXCESS OF THE POSTED SPEED LIMIT. THIS VEHICLE WAS OPERATED AT A SPEED OF 37 MPH IN A POSTED 25 MPH ZONE.

BASED UPON MY REVIEW AND INSPECTION OF THE RECORDED IMAGES, I STATE A VIOLATION OF THE CITY OF GRETNA CODE OF ORDINANCES, SECTION 52-366 HAS OCCURRED.

I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF LOUISIANA THE FOREGOING STATEMENT IS TRUE AND CORRECT.

Jan 15, 2020		5554
DATE ISSUED	COURT OFFICER	EMP NO.

NOTE: As the registered owner of the vehicle described in this Notice, you are responsible for paying this penalty by Feb 14, 2020. Failure to respond to this notice will result in an additional \$75.00 late payment penalty.



The City of Gretna Traffic Enforcement Program

Violators Name Erin Streva Notice Number 20001532
Violators Address _____ Notice of Violation Date 1-11-20
_____ Hearing Date 2-11-20

The City of Gretna received your request for an Administrative Adjudication Hearing in accordance with the City of Gretna Code of Ordinances.

Violation dismissed by City Prosecutor _____
City Prosecutor Name _____ Date _____

At the completion of this review:

I have determined you **ARE LIABLE** for the outstanding fine of \$ 140.00 late fees and/or adjudication fee of \$30.00, for a total amount of \$ 170.00. Please make your check or money order within 30 days from today; payable to the City of Gretna Traffic Enforcement Program, it may be mailed to:

The City of Gretna Traffic Enforcement Program P.O. Box 76758 Cleveland, OH 44101-6500

- **NOTE: Actions to enforce this civil penalty and related fees may consist of, but not be limited of: Collection process from the original date of issue of the original notice; and Vehicle immobilization (booting) and/or Initiating actions through a small claims court**

I have determined that you **ARE NOT RESPONSIBLE** for the outstanding fines/penalties and you are not liable, therefore no payment is required.

Person at hearing withdrew their request for a hearing and is responsible for \$ _____

[Signature]
Hearing Officer Name

2/11/2020
Date

Photo Enforcement Call Center number for citizen inquiries Phone: 1-877-847-2338

