AUSTIN CITY CLERK RECEIVED

All information is required to be provided unless indicated as optional.

2014 RUG 13 PM 12 38

TO: City Secretary I request that my name be placed on the above-named official belief as a candidate for the office indicated below. OFFICE SOUGHT Include any place number or other distinguishing number, if any. PULL NAME (First, Middle, Last) FULL NAME (First, Middle, Last) FULL NAME (First, Middle, Last) PRINT NAME AS YOU WANT IT TO APPEAR ON THE BALLOT OD PHE PS PRINT NAME AS YOU WANT IT TO APPEAR ON THE BALLOT ON THE BALLOT ON THE PRINT NAME AS YOU WANT IT TO APPEAR ON THE BALLOT ON THE BALLOT ON THE PRINT NAME AS YOU WANT IT TO APPEAR ON THE BALLOT ON THE PRINT NAME AS Y	APPLICATION FOR A PLACE ON THE CITY OF	AUSTI	GENERAL	L ELECTION BALLOT	
OFFICE SOUGHT Include any place number or other distinguishing number, if any. INDICATE TERM INDICATE TER	TO: City Secretary				
OFFICE SOUGHT Include any place number or other distinguishing number, if any. Included	I request that my name be placed on the above-named official ball	ot as a candidate for the	office indicated below.	<u>:</u>	
FULL NAME (First, Middle, Last) FULL NAME (First, Middle, Last) FRINT NAME AS YOU WANT IT TO APPEAR ON THE BALLOT TOLL HOWERL PLAYS FERMANENT RESIDENCE ADDRESS (Street address and apartment number. If none, describe location of residence. Do not include P.O. Box or Rural RI.) STATE THE THE THE TIME STATE THE TIME THE TIME THE TIME STATE THE TIME THE T	<u> </u>			TERM	
FULL NAME (Pust, Middle, Last) FREMANENT RESIDENCE ADDRESS (Street address and apartment number. If none, describe location of residence. Do not include P.O. Box or Rural R.) FREMANENT RESIDENCE ADDRESS (Street address and apartment number. If none, describe location of residence. Do not include P.O. Box or Rural R.) FULL NAME (Pust, Middle, Last) FREMANENT RESIDENCE ADDRESS (Street address and apartment number. If none, describe location of residence. Do not include P.O. Box or Rural R.) FULL NAME (Pust, Middle, Last) FULL NAME (Pust, Middle, Mi	\sim	1			
PERMANENT RESIDENCE ADDRESS (Street address and apartment number. If none, describe location of residence. Do not include P.O. Box or Rural Rt.) Diff Colored	FIRE NAME (First Middle Lost)	I popur MAAA		1	
PERMANENT RESIDENCE ADDRESS (Stret address and apartment number. If noise, describe location of residence. Do not include P.O. Box or Rural RI.) STATE ZIP STATE ZIP EMAIL ADDRESS (Optional) OCCUPATION (Do not leave blank) Business (Include area code) (Optional) FICE: IN STATE IN STATE IN CITY IN DISTRICT OR PRECINCT: Ayr(s) Justiness (Justiness) If using a nickname as part of your name to appear on the ballot, you are also signing and swearing to the following statements: I further swear that my nickname does not constitute a slogan nor does at undicate a political, economic, social, or religious view or affiliation. I have been commonly known by this nickname for at least three years prior to this election. Before me, the undersigned authority, on this day personally appeared (name) before me, the undersigned authority, on this day personally appeared (name) before an owd dayl sworn, upon oath says: "I, (name) County, Texas, being a candidate for the office and the constitution and laws of the United States and of the State of Texas. I am a citizen of the United States ligible to hold such office under the Constitution and laws of this state. I have not been determined by a final judgment of a court exercising probate jurisdiction to be totally mentally incenpacitated or praintly mentally incenpacitated or praintly mentally incenpacitated or the office under the Constitution and laws of the united States and of the State of Texas. I am a citizen of the united States ligible to hold such office under the Constitution and laws of the united States and of the State of Texas. I am a citizen of the united States ligible to hold such office under the Constitution and laws of the united States and of the State of Texas. Signiture of Officer administering oath Jok AM Just All		PRINT NAME	E AS YOU WANT IT IC		
EMAIL ADDRESS (Optional) CITY EMAIL ADDRESS (Optional) CITY EMAIL ADDRESS (Optional) COCUPATION (Do not leave blank) But Surges S Courage Length of Continuous Residence as of Date Application Sworn FICE: IN STATE Length of Continuous Residence as of Date Application Sworn FICE: IN STATE IN CITY IN DISTRICT OR PRECINCT! Lyst (s) Longth of Continuous Residence as of Date Application Sworn FICE: IN STATE IN CITY IN DISTRICT OR PRECINCT! Lyst (s) Lyst (s) Lyst (s) Longth of Continuous Residence as of Date Application Sworn FICE: IN STATE IN CITY IN DISTRICT OR PRECINCT! Lyst (s) Lyst (s) Lyst (s) Longth of Continuous Residence as of Date Application Sworn FICE: IN STATE IN CITY IN DISTRICT OR PRECINCT! Lyst (s) L	1 odd Howell Thelps 701		ODD <i>PH</i>	ECPS	
EMAIL ADDRESS (Optional) OCCUPATION (Do not leave blank) DATE OF BIRTH OCCUPATION (Do not leave blank) DATE OF BIRTH OCCUPATION (Do not leave blank) Besides Countinuous Residence as of Date Application Sworn TELEPHONE NUMBER (Include area code) (Optional) Length of Continuous Residence as of Date Application Sworn FICE: IN STATE IN CITY IN DISTRICT OR PRECINCT Hyr(s) Imos	PERMANENT RESIDENCE ADDRESS (Street address and appropriate to the property of	artment MAILING Al	DDRESS (If different from	n residence address)	
EMAIL ADDRESS (Optional) OCCUPATION (Do not leave blank) Besines Source UBITO TELEPHONE NUMBER (Include area code) (Optional) Length of Continuous Residence as of Date Application Swom FICE: IN STATE IN CITY IN DISTRICT OR PRECINCT' Lyr(s) Lyr	Box or Rural Rt.) 8610 Public Dr. Austin Tx				
EMAIL ADDRESS (Optional) OCCUPATION (Do not leave blank) Besines Source UBITO TELEPHONE NUMBER (Include area code) (Optional) Length of Continuous Residence as of Date Application Swom FICE: IN STATE IN CITY IN DISTRICT OR PRECINCT' Lyr(s) Lyr					
EMAIL ADDRESS (Optional) OCCUPATION (Do not leave blank) Besines Source OCCUPATION (Do not leave blank) In STATE IN CITY IN DISTRICT OR PRECINCT' Larget of Continuous Residence as of Date Application Sworn FICE: IN STATE IN CITY IN DISTRICT OR PRECINCT' Larget of Larget Larget Larget of Larget of Larget Lar					
EMAIL ADDRESS (Optional) OCCUPATION (Do not leave blank) Business Counce OCCUPATION (Do not leave blank) Business Counce OCCUPATION (Do not leave blank) DATE OF BIRTH OCTER REGISTRATION VUID NUMBER (if applicable) TELEPHONE NUMBER (Include area code) (Optional) Length of Continuous Residence as of Date Application Sworn FICE: IN STATE IN CITY IN DISTRICT OR PRECINCT' HOME: OCCUPATION (Do not leave blank) In DISTRICT OR PRECINCT' HOME: OCCUPATION (Do not leave blank) In DISTRICT OR PRECINCT' HOME: OCCUPATION (Do not leave blank) In DISTRICT OR PRECINCT' HOME: OCCUPATION (Do not leave blank) In DISTRICT OR PRECINCT' HOME: OCCUPATION (Do not leave blank) In DISTRICT OR PRECINCT' HOME: OCCUPATION (Do not leave blank) In DISTRICT OR PRECINCT' HOME: OCCUPATION (Do not leave blank) In DISTRICT OR PRECINCT' In DISTRICT OR PRECINCT' HOME: OCCUPATION (Do not leave blank) In DISTRICT OR PRECINCT' IN DISTRICT OR	STATE ZIP	-a CITY	STATE	ZIP	
TELEPHONE NUMBER (Include area code) (Optional) Length of Continuous Residence as of Date Application Sworn FICE: IN STATE IN CITY IN DISTRICT OR PRECINCT' HOME: IN Using a nickname as part of your name to appear on the ballot, you are also signing and swearing to the following statements: I further swear that my nickname does not constitute a slogan nor does it indicate a political, economic, social, or religious view or affiliation. I have been commonly known by this nickname for at least three years prior to this election. Before me, the undersigned authority, on this day personally appeared (name) here and now duly sworn, upon oath says: "I, (name) County, Texas, being a candidate for the office of defend the Constitution and laws of the United States and of the State of Texas. I am a citizen of the United States eligible to hold such office under the Constitution and laws of this state. I have not been determined by a final judgment of a court exercising probate jurisdiction to be totally mentally incapacitated or partially mentally incapacitated without the right to vote. I am aware of the nepotism law, Chapter 573, Government Code. Sworn to and subscribed before me at the constitution are in all things true and correct." Sympherical State of Texas and the state of Texas and the properties of the united States of Texas. I am aware of the nepotism law, Chapter 573, Government Code. I further swear that the foregoing statements included in my application are in all things true and correct." Sympherical State of Texas. Not Republication and I awas of the state of Texas. I am aware of the nepotism law, Chapter 573, Government Code. Title of Officer administering oath Defendation of the state of Texas. Title of Officer administering oath Defendation of the state of Texas. Not Republication State of Texas. Not Republication State of Texas. Title of Officer administering oath Defendation of the State of Texas. Not Republication State of Texas. Not Republication State of Texas. Not Repub		•	E BIRTH VOTER DI	CYCTR A TION VI HD NH B (DPD	
TELEPHONE NUMBER (Include area code) (Optional) Length of Continuous Residence as of Date Application Sworn FICE: IN STATE IN CITY IN DISTRICT OR PRECINCT' HOME: In sing a nickname as part of your name to appear on the ballot, you are also signing and swearing to the following statements: I further swear that my nickname does not constitute a slogan nor does it indicate a political, economic, social, or religious view or affiliation. I have been commonly known by this nickname for at least three years prior to this election. Before me, the undersigned authority, on this day personally appeared (name) Before me, the undersigned authority, on this day personally appeared (name) Before the day of swear that I will support and defend the Constitution and laws of the United States and of the State of Texas, I am a citizen of the United States eligible to hold such office under the Constitution and laws of the United States and of the State of Texas, I am a citizen of the United States eligible to hold such office under the Constitution and laws of the state. I have not been finally convicted of a felony for which I have not been pardoned or had my full rights of citizenship restored by other official action. I have not been determined by a final judgment of a court exercising probate jurisdiction to be totally mentally incapacitated or partially mentally incapacitated without the right to vote. I am aware of the nepotism law, Chapter 573, Government Code. Swom to and subscribed before me at the foregoing statements included in my application are in all things true and correct. Storm to and subscribed before me at the foregoing statements included in my application are in all things true and correct. Title of Officer administering oath BE COMPLETED BY CITY SECRETARY: (See Section 1.007)	J		(if applicab		
FICE: HOME: IN STATE		10/			
HOME: Lyr(s)	TELEPHONE NUMBER (Include area code) (Optional)	Length of Co	ntinuous Residence as of	Date Application Sworn	
If using a nickname as part of your name to appear on the ballot, you are also signing and swearing to the following statements: I further swear that my nickname does not constitute a slogan nor does it indicate a political, economic, social, or religious view or affiliation. I have been commonly known by this nickname for at least three years prior to this election. Before me, the undersigned authority, on this day personally appeared (name) Before me, the undersigned authority, on this day personally appeared (name) County, Texas, being a candidate for the office of sewar that I will support and defend the Constitution and laws of the United States and of the State of Texas. I am a citizen of the United States eligible to hold such office under the Constitution and laws of the United States and of the State of Texas. I am a citizen of the United States eligible to hold such office under the Constitution and laws of the United States and of the State of Texas. I am a citizen of the United States eligible to hold such office under the Constitution and laws of the United States and of the State of Texas. I am a citizen of the United States eligible to hold such office under the Constitution and laws of the United States and of the State of Texas. I am a citizen of the United States eligible to hold such office under the Constitution and laws of the United States and of the State of Texas. I am a citizen of the United States eligible to hold such office under the Constitution and laws of the United States eligible to hold such office under the Constitution and laws of the United States eligible to hold such office under the Constitution and laws of the United States eligible to hold such office under the Constitution and laws of the United States eligible to hold such office under the Constitution and laws of the United States eligible to hold such office under the Constitution and laws of the United States eligible to hold such office under the Constitution and laws of the United States eligible to hold such	FICE:		1		
If using a nickname as part of your name to appear on the ballot, you are also signing and swearing to the following statements: I further swear that my nickname does not constitute a slogan nor does it indicate a political, economic, social, or religious view or affiliation. I have been commonly known by this nickname for at least three years prior to this election. Before me, the undersigned authority, on this day personally appeared (name) Before me, the undersigned authority, on this day personally appeared (name) Before me, the undersigned authority, on this day personally appeared (name) Before me, the undersigned authority, on this day personally appeared (name) County, Texas, being a candidate for the office of Swear that I will support and defend the Constitution and laws of the United States and of the State of Texas. I am a citizen of the United States eligible to hold such office under the Constitution and laws of this state. I have not been finally convicted of a felony for which I have not been pardoned or had my full rights of citizenship restored by other official action. I have not been determined by a final judgment of a court exercising probate jurisdiction to be totally mentally incapacitated or partially mentally incapacitated without the right to vote. I am aware of the nepotism law, Chapter 573, Government Code. If further swear that the foregoing statements included in my application are in all things true and correct." Signature of Officer administering oath Title of Officer administering oath Title of Officer administering oath BECOMPLETED BY CITY SECRETARY: (See Section 1.007)	HOME:	/ zyr(s)	yr(s) mos		
swear that my nickname does not constitute a slogan nor does it indicate a political, economic, social, or religious view or affiliation. I have been commonly known by this nickname for at least three years prior to this election. Before me, the undersigned authority, on this day personally appeared (name) Before me, the undersigned authority, on this day personally appeared (name) County, Texas, being a candidate for the office of social action of the United States and of the State of Texas. I am a citizen of the United States eligible to hold such office under the Constitution and laws of the United States and of the State of Texas. I am a citizen of the United States eligible to hold such office under the Constitution and laws of this state. I have not been finally convicted of a felony for which I have not been pardoned or had my full rights of citizenship restored by other official action. I have not been determined by a final judgment of a court exercising probate jurisdiction to be totally mentally incapacitated or partially mentally incapacitated without the right to vote. I am aware of the nepotism law, Chapter 573, Government Code. I further swear that the foregoing statements included in my application are in all things true and correct." Signature of Officer administering oath Definal STRIP De Salinas Signature of Officer administering oath Title of Officer administering oath Definal STRIP De Salinas November 19, 2014 DE COMPLETED BY CITY SECRETARY: (See Section 1.007)	If using a nickname as part of your name to appear on the ba	allot, you are also signi	ng and swearing to the fi	ollowing statements: I further	
Before me, the undersigned authority, on this day personally appeared (name) here and now duly sworn, upon oath says: "I, (name) County, Texas, being a candidate for the office of defend the Constitution and laws of the United States and of the State of Texas. I am a citizen of the United States eligible to hold such office under the Constitution and laws of this state. I have not been finally convicted of a felony for which I have not been pardoned or had my full rights of citizenship restored by other official action. I have not been determined by a final judgment of a court exercising probate jurisdiction to be totally mentally incapacitated or partially mentally incapacitated without the right to vote. I am aware of the nepotism law, Chapter 573, Government Code. I further swear that the foregoing statements included in my application are in all things true and correct." Swom to and subscribed before me at Additional Control of Candidate of Can	swear that my nickname does not constitute a slogan nor does it indicate a political, economic, social, or religious view or affiliation. I have				
here and now duly swom, upon oath says: "I, (name) County, Texas, being a candidate for the office of state of Texas. I am a citizen of the United States eligible to hold such office under the Constitution and laws of the State of Texas. I am a citizen of the United States eligible to hold such office under the Constitution and laws of this state. I have not been finally convicted of a felony for which I have not been pardoned or had my full rights of citizenship restored by other official action. I have not been determined by a final judgment of a court exercising probate jurisdiction to be totally mentally incapacitated or partially mentally incapacitated without the right to vote. I am aware of the nepotism law, Chapter 573, Government Code. I further swear that the foregoing statements included in my application are in all things true and correct." Swom to and subscribed before me at Alfain this the local partial property of the United States eligible to hold such office under the United States eligible to hold such office under the United States eligible to hold such of the United States					
defend the Constitution and laws of the United States and of the State of Texas. I am a citizen of the United States eligible to hold such office under the Constitution and laws of this state. I have not been finally convicted of a felony for which I have not been pardoned or had my full rights of citizenship restored by other official action. I have not been determined by a final judgment of a court exercising probate jurisdiction to be totally mentally incapacitated or partially mentally incapacitated without the right to vote. I am aware of the nepotism law, Chapter 573, Government Code. I further swear that the foregoing statements included in my application are in all things true and correct." Swom to and subscribed before me at the foregoing statements included in my application are in all things true and correct." Swom to and subscribed before me at the foregoing statements included in my application are in all things true and correct." Signature of Officer administering oath Title of Officer administering oath Details a fellow for the united states eligible to hold such office under the containing probate in the probate of a court exercising probate jurisdiction to be totally mentally incapacitated without the right to vote. I am aware of the nepotism law, Chapter 573, Government Code. I further swear that the foregoing statements included in my application are in all things true and correct." Signature of Officer administering oath Details a fellow for the nepotism law, Chapter 573, Government Code. I further swear that the foregoing statements included in my application are in all things true and correct." Signature of Officer administering oath Details a fellow for the nepotism law, Chapter 573, Government Code. I further swear that the foregoing statements included in my application are in all things true and correct." Signature of Officer administering oath Details a fellow for the nepotism law and correct." Title of Officer administering oath Details a fellow for the nepotism law	here and now duly swom, upon oath says: "I, (name) Todd Phelp (lof Toans				
Swom to and subscribed before me at Hold and this the last of the	defend the Constitution and laws of the United States and of the State of Texas. I am a citizen of the United States eligible to hold such office under				
Sworm to and subscribed before me at the foregoing statements included in my application are in all things true and correct." Signature of Candidate Signature of Officer administering oath? Signature of Officer administering oath? See Section 1.007) Signature of Officer administering oath? Sworm to an aware of the nepotism law, Chapter 573, Government Code. I am aware of the nepotism law, Chapter 573, Government Code. Signature of Candidate Signature of Candidate Signature of Officer administering oath? Signature of Officer administering oath? Signature of Officer administering oath.	Citizenship restored by other official action. I have not been determined by a final judgment of a court exercising probate jurisdiction to be totally				
Swom to and subscribed before me at ALMAN , this the	mentally incapacitated or partially mentally incapacitated without the right to vote. I am aware of the nepotism law, Chapter 573, Government Code.				
Sworn to and subscribed before me at AMA this the Sworn to and subscribed before me at AMA this the Sworn to and subscribed before me at AMA this the Sworn to and subscribed before me at AMA this the Sworn to and subscribed before me at AMA this the Sworn to and subscribed before me at AMA this the Sworn to and subscribed before me at AMA this the Sworn to and subscribed before me at AMA this the Sworn to and subscribed before me at AMA this the Sworn to and subscribed before me at AMA this the Sworn to and subscribed before me at AMA this the Sworn to an	I further swear that the foregoing statements included in my application are in all things true and correct."				
Sworn to and subscribed before me at AMA this the Sworn to and subscribed before me at AMA this the Sworn to and subscribed before me at AMA this the Sworn to and subscribed before me at AMA this the Sworn to and subscribed before me at AMA this the Sworn to and subscribed before me at AMA this the Sworn to and subscribed before me at AMA this the Sworn to and subscribed before me at AMA this the Sworn to and subscribed before me at AMA this the Sworn to and subscribed before me at AMA this the Sworn to and subscribed before me at AMA this the Sworn to an					
Sworn to and subscribed before me at	A John // //				
Signature of Officer administering oath Det All Mark Paris Paris Paris State of Texas November 19, 2014 Det Completed By CITY SECRETARY: (See Section 1.007)	luka in A	h-2.4.	VATURE OF CANDIDA		
Signature of Officer administering oath Title of Officer administering oath November 19, 2014 BE COMPLETED BY CITY SECRETARY: (See Section 1.007)	Sworn to and subscribed before me at the thing, this the day of day of the transfer of the tra				
BE COMPLETED BY CITY SECRETARY: (See Section 1.007)	TEATING a Sal TIMES	Notarist	ilali	DELHA PETRADA-SALINAS	
See Section 1.007) BE COMPLETED BY CITY SECRETARY: (See Section 1.007)	Signature of Officer administering oath ²	Title of Officer alimi	nistering oath	My Commission Expires	
(See Section 1.007)		<u> </u>		mer November 19, 2014	
				· MM	
	(See Section 1.007)	Date R	eceived ///	gnature of City Secretary	

CANDIDATE CONTRACTORIVED

This Austin Fair Campaign Contract, made (enter date of contract) may 15+, is
This Austin Fair Campaign Contract, made (enter date of contract) , is
between the City of Austin, and (enter Candidate's name) Told Phelps
a candidate for (enter the office sought by Candidate including place number if the office is City Council
W
Member)

In the interest of having less costly, fair election campaigns for the offices of Mayor and City Council; safeguarding the City election process and City government from undue influence; and promoting public confidence in the integrity of its government, the parties agree to this Contract as provided by the Charter, Article III, Section 8, and Chapter 2-2 of the City Code.

NOW THEREFORE, for good and valuable consideration, the parties agree as follows:

SECTION I

Definitions

The words and phrases in this Contract shall have the same meaning as the Charter, Article III, Section 8, the Austin Fair Campaign Ordinance, and the Texas Election Code, unless otherwise stated.

"Austin Fair Campaign Ordinance" means Chapter 2-2 of the City Code.

"Austin City Code, as amended" means the City Code.

When capitalized: "Candidate" means (enter Candidate's name)	Todd Phelps
a candidate for the office of lenter the office sought by Candidate, inc	cluding place number if the office is City
Council Member) Council Member Counc	·

"Charter" means the Austin Charter, Article III, Section 8.

When capitalized, "Contract" means this contract.

"Ethics Review Commission" means the Ethics Review Commission created by section 2-7-26 of the City Code.

"Funds" means money which may be available from the Austin Fair Campaign Finance Fund to qualifying candidates in a runoff election who sign this contract and agree to participate in candidate forums arranged by the Ethics Review Commission.

"Office" means the position of Mayor or City Council member.

"Opposing candidate" means a candidate other than the Candidate, who has become a candidate for the same office as the Candidate. If the Candidate is a candidate for mayor, an "opposing candidate" is any other candidate for mayor. If the Candidate is a candidate for the position of Austin City Council member, an "opposing candidate" is any other candidate for the same numbered place on the City Council.

SECTION II

Parties

The parties to this Contract are the City of Austin and the Candidate. The Candidate's contractual obligation extends to any agent of the Candidate that acts on the Candidate's behalf, or in any way assists, promotes, manages, volunteers, or is hired for the

Candidate's campaign. The Candidate's contractual obligation extends to any person who acts with the prior consent of or cooperation or strategic communication between the person and the Candidate or the Candidate's committee. The Candidate agrees that each opposing candidate who has signed a campaign contract is a beneficiary of the Candidate's compliance with the terms of this Contract, and agrees that each opposing candidate who has signed a campaign contract may enforce the terms of this Contract as a party to this Contract.

SECTION III

Construction of the Agreement

This agreement is to be construed in a manner that is consistent with the purpose and spirit of the Charter and the Austin Fair Campaign Ordinance. The Charter and the Austin Fair Campaign Ordinance are incorporated into this Contract by reference. The Candidate must follow the requirements of the Charter and the Austin Fair Campaign Ordinance.

SECTION IV

Consideration

<u>Candidate</u>: The Candidate agrees to be bound by the terms of this Contract in exchange for the mutual promises and obligations set forth herein, including, without limitation, the following:

- (1) The opportunity to qualify for available funds from the Austin Fair Campaign Finance Fund, as provided in the Austin Fair Campaign Ordinance;
- (2) The use of the statement of compliance with the Austin Fair Campaign Ordinance provided by section 2-2-14 of the City Code;
- (3) The right to participate in candidate forums; and
- (4) Compliance with the terms of a campaign contract by an opposing candidate who may sign one.

The Candidate accepts the foregoing as full consideration for the Candidate's obligations under this contract with the full understanding that funds might be limited, and that opposing candidates might not enter into campaign contracts.

<u>City of Austin:</u> The City of Austin agrees to be bound by the terms of this Contract in exchange for the mutual promises and obligations set forth herein, including, without limitation the following:

(1) The Candidate's full compliance, except as provided by section 2-2-17 of the City Code, with the limits on contributions and expenditures set forth in sections 2-2-12 and 2-2-13 of the Austin City Code, as modified by the Charter, Article III, Section 8, and (2) The Candidate's participation in the series of forums provided by section 2-2-65 of the Austin City Code, as amended.

SECTION V

The Obligations

In exchange for the consideration stated above, the City of Austin will provide available funds to the Candidate in accordance with section 2-2-64 of the City Code. The City will use reasonable efforts to maintain funding for the Campaign Finance Fund. To the extent that funds are available from the Austin Fair Campaign Finance Fund, the Candidate shall receive a distribution of the available funds equal to that received by other qualifying candidates.

In exchange for the consideration stated above, the Candidate will comply, except as provided by section 2-2-17 of the City Code, with the limits on contributions and expenditures set forth in sections 2-2-12 and 2-2-13 of the City Code, as modified by the Charter, Article III, Section 8, will participate in the series of candidate forums provided by section 2-2-65 of the City Code, and will be liable for liquidated damages and enforcement sanctions as provided below.

The Candidate has no expectation, neither implicit nor explicit, concerning the amount of matching public funds that the Candidate will be eligible for under this Contract. Furthermore, in the event that sufficient funds are not appropriated by the City Council in succeeding fiscal years, or in the event there is no money available for funds, or in the event that the Candidate is dissatisfied with the amount of money that is available for funds, the Candidate agrees that no contractual cause of action exists against the City for the Candidate's dissatisfaction.

The Candidate understands that other causes of actions may accrue against the Candidate in regard to the Candidate's campaign, and the Candidate agrees that this Contract is not intended to abridge or otherwise limit the rights of others against the Candidate in matters arising from or related to the Candidate's campaign.

This Contract imposes upon the Candidate and upon the City of Austin the duty of good faith compliance. The Candidate and the City of Austin are obligated to act in accordance with all substantive and procedural requirements of the Charter and the Austin Fair Campaign Ordinance.

SECTION VI

Term

The term of this Contract begins on the date it is signed by the Candidate and extends through the date of the election for the office sought by the Candidate, except in the event the Candidate is in a runoff election, in which event the term of this Contract shall extend through the date of the runoff election.

Termination

This Contract cannot be terminated by either party except as provided by section 2-2-17(B) of the City Code.

SECTION VII

Liquidated Damages

The Candidate understands and agrees that the actual damages that might be sustained by the City and by opposing candidates who have signed campaign contracts by reason of the Candidate's breach of this Contract are uncertain and are difficult to ascertain. Therefore, the Candidate accepts liability for liquidated damages in the event that Candidate or a person to whom the Candidate's contractual obligation extends under Section II of this Contract acts in a manner or fails to act in a manner that breaches the Candidate's obligations under the Contract.

It is stipulated that a reasonable and just compensation to each damaged party, including the City and each opposing candidate who has signed a campaign contract, for the Candidate's breach of the contribution or expenditure limits set forth in sections 2-2-12 and 2-2-13 of the City Code, as modified by the Charter, Article III, Section 8, would be three times the amount of the excessive expenditure made, or three times the amount of the excessive contribution accepted. In addition, if the Candidate breaches this Contract, the City may recover as damages from the Candidate any amount paid to the Candidate from the Austin Fair Campaign Finance Fund.

The Candidate promises to pay, and the City of Austin and each opposing candidate who signs a campaign contract agrees to accept, in lieu of other damages, the amounts set out in this Section VII as liquidated damages, and not as a penalty, in the event of a breach of this Contract. The Candidate further agrees that the City of Austin and each opposing candidate who has signed a campaign contract shall recover reasonable attorney's fees from the Candidate in connection with a lawsuit for liquidated damages, in the event a court of competent jurisdiction finds the Candidate has breached this Contract.

SECTION VIII

Other Enforcement and Sanctions

If the Candidate breaches this Contract, the Candidate shall not be considered as a provider of goods or services to the City of Austin under a contract for a period of four years following the date of the election in which the breach occurred, unless controlling state law requires that his or her bid or proposal be accepted by the City. The City Council may waive this ineligibility by a unanimous vote.

Enforcement

This contract shall be enforceable as a matter of contract law in the courts of the state of Texas.

SECTION IX.

Severability of Provisions

If any provision of this Contract is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, that holding (1) shall not invalidate the remainder of this Contract, (2) shall be limited to the specific parts of this Contract described in that holding, and (3) shall not affect the validity of this Agreement in any other way.

SECTION X.

Assignment Prohibited

In no event shall the Candidate assign or transfer any rights or obligations under this Contract.

SECTION XI.

Entire Agreement

This Contract supersedes all negotiations, agreements, and discussions, if any, between the City of Austin and the Candidate concerning all or any part of the subject matter of this Fair Campaign Contract.

EXECUTED AND EFFECTIVE as of the date first written above.

SIGNED AND DATED:

CANDIDATE NAME: Told Pholps

DATE

CITY MANAGER, or designee, for the City of Austin

DATE

K:\GC\CONTRACT\CONTRT9.DOC3/4/2014