

D-1-GN-22-006650

NO. _____

RYAN ALTER AND	§	IN THE DISTRICT COURT
JOSE VELASQUEZ,	§	
Plaintiff,	§	
	§	201ST, DISTRICT COURT
	§	
v.	§	_____ JUDICIAL DISTRICT
	§	
CITY OF AUSTIN AND MYRNA RIOS,	§	
IN HER OFFICIAL CAPACITY AS	§	
AUSTIN CITY CLERK,	§	
Defendant	§	TRAVIS COUNTY, TEXAS

**ORIGINAL PETITION FOR MOTION FOR TEMPORARY RESTRAINING ORDER,
TEMPORARY & PERMANENT INJUNCTION, BREACH OF CONTRACT,
PROMISSORY ESTOPPEL, EQUAL PROTECTION, AND DECLARATORY
JUDGMENT**

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW Plaintiffs, Ryan Alter and Jose Velasquez, (“Plaintiffs”) file this petition for motion for temporary restraining order, temporary & permanent injunction, breach of contract, promissory estoppel equal protection, and declaratory judgment against the Defendants City of Austin and Myrna Rios, in her official capacity as City of Austin City Clerk, and will show the Court as follows:

I. Introduction

1. Plaintiffs Ryan Alter and Jose Velasquez are candidates for the Austin City Council District 5 and District 3 seats, respectively. Both are being denied funds for which they qualify under the Austin Fair Campaign Ordinance, despite following all the requirements as established by Defendant Myrna Rios through her official guidance and previous action.

2. Plaintiffs have filed this suit and are seeking mandatory injunctive relief to force the City of Austin and City Clerk, Myrna Rios, to comply with their own interpretation of the rules establishing who qualifies for the Austin Fair Campaign Finance Funds and prevent any of those funds from being distributed to any other candidates without also distributing equal funds to Plaintiffs.

II. Discovery Control Plan

3. Plaintiff intends to conduct discovery under Level 2 of Texas Rule of Civil Procedure 190.3 and affirmatively pleads that this suit is not governed by the expedited-actions process in Texas Rule of Civil Procedure 169 because Plaintiffs request a writ of mandamus, declaratory, and injunctive relief.

III. Claim for Relief

4. Plaintiffs seeks monetary relief of \$100,000 or less and non-monetary relief.

IV. Parties

5. Plaintiff Ryan Alter is a candidate for the Austin City Council, District 5 position. He is one of two candidates for District 5 who advanced to a runoff election to be held December 13, 2022.

6. Plaintiff Jose Velasquez is a candidate for the Austin City Council, District 3 position. He is one of two candidates for District 3 who advanced to a runoff election to be held December 13, 2022.

7. The City of Austin is a home rule city located in Travis County, Texas. It employs Myrna Rios as the City Clerk. The City of Austin has designated the City Clerk to oversee all city elections held within its territory every election cycle and distribute funds from the Austin Fair

Campaign Finance Fund as required by the Voluntary Candidate Contract. The City of Austin may be served at 301 W. Second St., Austin, Texas 78701.

8. Myrna Rios is the Austin City Clerk. The City of Austin has designated the City Clerk to oversee all city elections held within its territory every election cycle and distribute funds from the Austin Fair Campaign Finance Fund as required by the Voluntary Candidate Contract. Myrna Rios may be served at Austin City Hall, 301 W. Second St., Suite 2030, Austin, Texas 78701.

V. Venue & Jurisdiction

9. Venue is proper and maintainable in this Court as all of the events or omissions giving rise to the claim occurred in Travis County and all parties reside in Travis County. Tex. Civ. Prac. & Rem. Code §§ 15.002, 15.003, 15.005, 65.021, 65.023. This Court has jurisdiction as Plaintiffs are seeking injunctive relief, enforcement of a contract with Defendant City of Austin. Tex. Civ. Prac. & Rem. Code §§ 37.003, 65.021, 65.023, Tex. Elec. Code § 273.081.

VI. Statement of the Facts

10. The City of Austin established the Austin Fair Campaign Contract (also referred to as the “Voluntary Campaign Contract” in the City Code) for any candidate for Austin City Council or the Mayor to voluntarily abide by certain campaign finance rules in exchange for funding from the Austin Fair Campaign Finance Fund during any subsequent runoff election, should a candidate sign the contract in time and abide by the terms of the contract.

11. City Code § 2-2-11(B) establishes the deadline by which a candidate must sign the Voluntary Campaign Contract (hereinafter the “Contract”) as “the earlier of: (1) 30 days after he or she becomes a candidate under the Texas Election Code; or (2) the date the candidate files for a place on the ballot.”

12. Subsequent sections (§ 2-2-12 and § 2-2-13) establish limits on expenditures and contributions that a candidate who signs the Contract must follow and requires participation in three specified public forums.

13. If a candidate signs the Contract and any other candidate for the same office does not sign the Contract, the signing candidate is not required to follow the expenditure and contribution limits under § 2-2-12 and § 2-2-13.

14. On April 1, 2022, the Defendant Myrna Rios published the “Candidate Packet,” a 745-page document that includes all campaign-related codes, rules, deadlines, etc. for candidates for city office, which can be found here

<https://services.austintexas.gov/edims/document.cfm?id=382343>.

15. Page 5 of this packet contains a link entitled “Candidate Contract Additional Information” (<https://www.austintexas.gov/edims/document.cfm?id=381375>), which contains two sections. The first is a recitation of § 2-2-11(B) concerning the Voluntary Campaign Contract. The second section is entitled “Texas Election Code” and states the following:

Under Section 251.001(1), a person becomes a candidate by taking “affirmative action,” which includes filing a campaign treasurer appointment (CTA). However, in practicality, it is difficult, if not impossible, for the City Clerk to calculate the date an individual filed the CTA, because a campaign treasurer appointment may be active for several years, and individuals are not required to file an updated CTA before each election. Therefore, the 30-day time period cannot be calculated for individuals with active CTAs. That being the case, **the City’s Clerk’s office has set the deadline for individuals to sign the campaign contract as the date the person files an application for a place on the ballot.**

(emphasis added). See Attachment 1.

16. Ryan Alter designated a campaign treasurer to run for the Austin City Council, District 5 position on March 17, 2022. See Attachment 2.

17. 14 days later, The City of Austin through City Clerk Myrna Rios published the “Candidate Packet.”

18. Ryan Alter read the “Candidate Contract Additional Information” section of the “Candidate Packet,” prior to April 16, 2022.

19. During the 30 days following the filing of his campaign treasurer paperwork, Ryan Alter also learned that during the 2018 election, multiple first-time (non-incumbent) candidates had filed designations of campaign treasurers 8 and 9 months prior to their signing of the Contract (which they signed when they filed for a place on the ballot), and had subsequently been provided the Austin Fair Campaign Finance Funds due to the City of Austin’s interpretation of § 2-2-11(B) only requiring the Contract to be signed by the date of filing for a place on the ballot. See Attachment 3.

20. In reliance of the guidance provided by the City Clerk that the City of Austin had established the deadline for signing the Contract “as the date the person files an application for a place on the ballot,” and the previous adoption of this interpretation in the 2018 elections, Ryan Alter waited to sign the Contract until August 22, 2022, the same date he filed for a place on the ballot. See Attachment 4.

21. Multiple candidates, including the other candidate currently in the runoff, did not sign the Contract. Ryan Alter was therefore not required to follow the contribution and expenditure limitations of the Contract.

22. Ryan Alter participated in all required forums as required under the Contract.

23. On Friday, November 11, 2022, Ryan Alter emailed Myrna Rios asking when the funds from the Austin Fair Campaign Finance Fund would be distributed and stating his belief that he

had followed all necessary requirement established by the City of Austin to be eligible for these funds.

24. On Thursday, November 17, 2022, Myrna Rios responded to Ryan Alter's email stating that her office "concluded that the only candidates who are eligible to receive funds for the December 2022 runoff election are Daniela Silva and Linda Guerrero." As justification for not including Ryan Alter in this list, Myrna Rios stated "Our records indicate that you filed your CTA on 3/17/2022, and accepted your first campaign contribution on 3/18/2022. Your campaign contract was due by 4/16/2022, but was filed on 8/22/2022. This timeline makes you ineligible for the funds."

25. That same day, November 17, 2022, Ryan Alter responded to the email from Myrna Rios citing the language in the "Candidate Contract Additional Information" section of the "Candidate Packet." In this email he explained his reliance on this guidance and asked the City of Austin to follow its own stated interpretation of § 2-2-11(B) and include him as a qualifying candidate to receive his share of the Austin Fair Campaign Finance Funds.

26. On Friday, November 18, at 3:46 p.m., Myrna Rios responded to Ryan Alter's email denying his request, stating "The city stands by their conclusion that the only candidates eligible to receive funds for the December 2022 runoff election are Daniela Silva and Linda Guerrero."

27. That same Friday afternoon, Ryan Alter called Myrna Rios to ask when the City of Austin would be distributing the Austin Fair Campaign Finance Funds, to which he was told they were eligible to be dispersed following the canvassing of the votes, which is scheduled to take place Monday, November 21, at 9:30 a.m.

28. Jose Velasquez designated a campaign treasurer to run for the Austin City Council, District 3 position on November 17, 2022. See Attachment 5.

29. During the 30 days following the filing of his campaign treasurer paperwork, Jose Velasquez also learned that during the 2018 election, multiple first-time (non-incumbent) candidates had filed designations of campaign treasurers 8 and 9 months prior to their signing of the Contract (which they signed when they filed for a place on the ballot), and had subsequently been provided the Austin Fair Campaign Finance Funds due to the City of Austin's interpretation of § 2-2-11(B) only requiring the Contract to be signed by the date of filing for a place on the ballot. See Attachment 3.

30. The City Clerk published the Contract on April 1, 2022 as part of the "Candidate Packet."

31. The Contract was not made available prior to the publication of the "Candidate Packet" on April 1, 2020.

32. With no Contract available to sign and in reliance of the previous conduct of the City of Austin and the City Clerk in 2018 demonstrating their interpretation of § 2-2-11(B) to require signing the Contract by the date a candidate files for a place on the ballot, Jose Velasquez waited to sign the Contract until August 22, 2022, the same date he filed for a place on the ballot. See Attachment 6.

33. One candidate for the Austin City Council District 3 position did not sign the Contract. Jose Velasquez was therefore not required to follow the contribution and expenditure limitations of the Contract.

34. Jose Velasquez participated in all required forums as required under the Contract.

35. On Monday, November 14, 2022, Jose Velasquez emailed Myrna Rios asking when the funds from the Austin Fair Campaign Finance Fund would be distributed and stating his belief that he had followed all necessary requirement established by the City of Austin to be eligible for these funds.

36. On Thursday, November 14, 2022, Myrna Rios responded to Jose Velasquez's email stating that her office "concluded that the only candidates who are eligible to receive funds for the December 2022 runoff election are Daniela Silva and Linda Guerrero." As justification for not including Jose Velasquez in this list, Myrna Rios stated "Our records indicate that you filed your CTA on CTA on 11/17/2021, and accepted your first campaign contribution on 1/11/2022. Your campaign contract was due 12/17/2021, but was filed 8/22/2022. This timeline makes you ineligible for the funds."

37. That same day, November 14, 2022, Jose Velasquez responded to the email from Myrna Rios citing the language in the "Candidate Contract Additional Information" section of the "Candidate Packet." In this email he explained his reliance on this guidance and asked the City of Austin to follow its own stated interpretation of § 2-2-11(B) and include him as a qualifying candidate to receive his share of the Austin Fair Campaign Finance Funds.

38. Myrna Rios never responded to the November 14, 2022 email from Jose Velasquez either by email or phone.

39. Late Friday, November 18, 2022, Jose Velasquez learned about the City of Austin's continued denial of the funds from himself and that the Austin Fair Campaign Finance Funds were eligible to be distributed following the canvassing of the votes on Monday, November 21, 2022 at 9:30 a.m. from his campaign consultant, Mykle Tomlinson.

40. Daniella Silva is the other candidate in the Austin City Council District 3 runoff election.

VII. Application for Temporary Restraining Order

41. Plaintiffs re-allege paragraphs 1-40 here.

42. In order to avoid immediate and irreparable damage to Plaintiffs and preserve the status quo during the pendency of this case, Plaintiffs requests that a Temporary Restraining Order

immediately be put into to place that prohibits the City of Austin from distributing the Austin Fair Campaign Finance Funds solely to Daniella Silva and Linda Guerrero.

43. Plaintiffs further request that this Court order The City of Austin to distribute the Austin Fair Campaign Finance Funds to all candidates in the current City Council runoff elections who signed the Contract by the date such candidate filed for a place on the ballot.

44. Due to the imminent threat and irreparable harm that may be caused by the actions of the City and its agents, there exists the necessity for this Temporary Restraining Order until the requested injunction may be heard. The Austin Fair Campaign Finance Funds are eligible to be released following the canvassing of the votes at 9:30 a.m. on Monday, November 21, 2022 and have historically been released shortly thereafter on the same day. These funds must remain with the City until the requested injunction is heard.

VIII. Application for Temporary & Permanent Injunction

45. A requestor may seek injunctive relief against a government official acting outside the scope of his or her duties.

46. Defendant has breached its contractual and statutory duty to Plaintiffs in denying their share of the Austin Fair Campaign Finance Funds. Therefore, the Plaintiffs are entitled to a permanent injunction barring the City of Austin from solely distributing the Austin Fair Campaign Finance Funds to Daniella Silva and Linda Guerrero thereby denying Plaintiffs their share of the Austin Fair Campaign Finance Funds.

IX. Promissory Estoppel

47. Plaintiffs Ryan Alter and Jose Velasquez are entitled to an equal share of the Austin Fair Campaign Finance Fund under the doctrine of promissory estoppel.

48. Promissory estoppel is an affirmative claim “Where the promisee has failed to bind the

promisor to a legally sufficient contract, but where the promisee has acted in reliance upon a promise to his detriment.” *Ellen v. F.H. Partners, LLC*, 03-09-00310-CV, 2010 WL 4909973, at *4 (Tex. App. Dec. 1, 2010) (citing *Wheeler v. White*, 398 S.W.2d 93, 96 (Tex.1985)).

49. In such cases, “the promisee is to be allowed to recover no more than reliance damages measured by the detriment sustained.” *Id.*

50. “The elements of promissory estoppel are as follows: (1) a promise; (2) foreseeability of reliance thereon by the promisor; and (3) substantial reliance by the promisee to his detriment.” *Davis v. Tex. Farm Bureau Ins.*, 470 S.W.3d 97, 107 (Tex. App.—Houston [1st Dist.] 2015, no pet.).

51. Defendant City of Austin made a promise to Plaintiffs Ryan Alter and Jose Velasquez through its publication of the “Candidate Packet” (which include the “Candidate Contract Additional Information”) that if each signed the Contract by the date they filed for a place on the ballot and followed all the rules therein, they would each be eligible to receive their share of the Austin Fair Campaign Finance Funds.

52. Defendant Myrna Rios unequivocally stated that her office “has set the deadline for individuals to sign the campaign contract as the date the person files an application for a place on the ballot.” This statement is a promise to all who read it that if a person signs the Contract by the date he/she files an application for a place on the ballot, that person will be in compliance with § 2-2-11(B) of the City Code.

53. It is certainly foreseeable that any candidate for office in the City of Austin including Plaintiffs would rely on this promise as it is contained in the “Candidate Packet” that provides details and context to the many rules governing elections in the City of Austin.

54. It is also foreseeable that any candidate including Plaintiffs would rely on this promise

given that Defendant City of Austin had honored this promise in the past for multiple candidates who filed campaign treasurer designations and signed the Austin Fair Campaign Contract with Defendant City of Austin more than 30 days apart. See Attachment 3.

55. Plaintiffs Ryan Alter and Jose Velasquez relied on this promise to their detriment, namely that they would have until the date they filed for a place on the ballot to meet the timeliness requirement for entering into the contract under § 2-2-11(B) of the City Code, despite the City of Austin now claiming otherwise, thereby denying them their share of the Austin Fair Campaign Finance Funds solely because of the date they signed the Contract.

56. The promise made by Defendant City of Austin is therefore enforceable and Defendant City of Austin is required to distribute an equal share of the Austin Fair Campaign Finance Funds to Plaintiffs Ryan Alter and Jose Velasquez as they each complied with all other requirements of the terms set forth by Defendant City of Austin in its promise to them.

X. Breach of Contract

57. Plaintiffs Ryan Alter and Jose Velasquez each have a valid contract with Defendant City of Austin that requires the City of Austin to distribute an equal share of the Austin Fair Campaign Finance Funds to each of them.

58. Plaintiffs Ryan Alter and Jose Velasquez and Defendant City of Austin each entered into a valid contract (entitled “Austin Fair Campaign Contract”) on August 22, 2022.

59. Each Plaintiff and Defendant City of Austin made a bargained for exchange that each Plaintiff would abide by the rules of the Austin Fair Campaign Ordinance in exchange for Defendant City of Austin providing funding from the Austin Fair Campaign Finance Funds, should each Plaintiff be in a runoff election.

60. Plaintiff Ryan Alter fully complied with the Austin Fair Campaign Ordinance. He signed

the contract within the time period established by the City of Austin through its “Candidate Packet,” was not bound by the contribution and expenditure limitations given that other candidates, including his current opponent in the runoff, did not sign the Contract, participated in all required forums, and followed all other requirements set forth in the Austin Fair Campaign Ordinance. See Attachment 4.

61. Plaintiff Jose Velasquez fully complied with the Austin Fair Campaign Ordinance. He signed the contract within the time period established by the City of Austin through its “Candidate Packet,” was not bound by the contribution and expenditure limitations given that another candidate did not sign the Contract, participated in all required forums, and followed all other requirements set forth in the Austin Fair Campaign Ordinance. See Attachment 6.

62. If this Court interprets the promise discussed in 47-56 above to be limited to just a promise that each Plaintiff had until the date they filed an application for a place on the ballot, rather than a promise for all the conditions and benefits of the Austin Fair Campaign Contract, then Defendant City of Austin is estopped from asserting otherwise and is therefore required to treat each Plaintiff as if they signed the Contract within the bounds of the City Code.

63. Defendant City of Austin is bound to distribute an equal share of the Austin Fair Campaign Finance Fund to Plaintiffs Ryan Alter and Jose Velasquez.

XI. Equal Protection

64. The Equal Protection Clause of the 14th Amendment of the U.S. Constitution and the Texas State Constitution require treating all similarly situated person alike. *See e.g. City of Floresville v. Starnes Inv. Group, LLC*, 502 S.W.3d 859, 868 (Tex. App.—San Antonio 2016, no pet.).

65. Defendant City of Austin is prohibited from treating different candidates for the same

office differently solely based on whether one candidate is an incumbent or not.

66. By its own interpretation of § 2-2-11(B) of the City Code, Defendant Myrna Rios stated that for incumbents “in practicality, it is difficult, if not impossible, for the City Clerk to calculate the date an individual filed the CTA, because a campaign treasurer appointment may be active for several years.” See Attachment 1.

67. Because incumbent candidates for city office are required to maintain campaign treasurers in order to keep their campaign account, it is impossible for them to sign the Fair Campaign Contract within the 30-day time period now required by Defendant City of Austin.

68. Furthermore, even if a candidate were to terminate his/her campaign treasurer, the City’s current interpretation of the Code requires the candidate to sign the Contract within 30-days of any affirmative action to becoming a candidate for that office. But in the case of an incumbent looking to run for reelection that 30-day time period has already elapsed because he/she made that initial affirmative action when he/she initially filed the appointment of the campaign treasurer during the initial successful campaign. It would therefore be impossible for the incumbent to meet the City’s new requirement even if he/she terminated his/her campaign treasurer.

69. Defendant City of Austin is required to treat all candidates for the same office equally. The only way for this to occur is if it follows its own interpretation until this last-minute reinterpretation and allows any candidate wishing to sign the Contract to do so up to the date a candidate files an application for a place on the ballot.

70. This Court must find § 2-2-11(B)(1) to be in violation of the U.S. and Texas Constitution Equal Protection Clauses and therefore unenforceable.

XII. Declaratory Judgment

71. Plaintiffs request a declaration that Defendants City of Austin and City Clerk Rios have an enforceable promise to Plaintiffs that if they signed the Contract by the date each Plaintiff filed an application for a place on the ballot and followed all the requirements in the Contract, Defendant City of Austin must pay each Plaintiff his fair share of the Austin Fair Campaign Finance funds and Defendants are estopped from denying the enforceability of this promise.

72. Plaintiffs request a declaration that the City of Austin and City Clerk Rios have violated their contract with the plaintiffs by failing to provide for publicly financed campaign funds as required by the municipal code.

73. Plaintiffs request a declaration that § 2-2-11(B)(1) is in violation of the U.S. and Texas Constitution Equal Protection Clauses and therefore unenforceable.

XIII. Request for Attorney's Fees

74. Plaintiffs are entitled to recover reasonable attorney fees and costs under Texas Civil Practice and Remedies Code §§ 37.009 and 38.001.

XIV. Conditions Precedent

75. All conditions precedent to Plaintiffs' claims for relief have been performed or have occurred.

XV. Request for Disclosure

76. Under Texas Rule of Civil Procedure 194, Plaintiffs request that Defendants disclose the information or material described in Rule 194.2.

XVI. Prayer for Relief

77. For these reasons, Plaintiffs ask that the Court issue citation for Defendant to appear and answer, and that Plaintiffs be awarded a judgment against Defendants for the following:

- (a) temporary restraining order;

- (b) injunctive relief;
- (c) attorney fees and costs; and
- (d) Any equitable or other relief to which Plaintiff is entitled.

DATED: November 20, 2022

Respectfully submitted,

By: /s/ Ryan Alter

Ryan Alter
Attorney for Plaintiffs
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State Bar No. 24097299
3308 Gallop CV
Austin, TX 78745
(512) 289-2524

**VERIFICATION AFFIDAVIT IN SUPPORT OF PLAINTIFFS' APPLICATION FOR
TEMPORARY RESTRAINING ORDER AND FOR TEMPORARY INJUNCTION**

BEFORE ME, the undersigned authority, personally appeared Ryan Alter, who being duly sworn, deposed as follows:

"My name is Ryan Alter. I am at least 18 years of age and of sound mind. I have personal knowledge of the facts as alleged in Plaintiffs' Original Petition and each and every fact stated therein are true and correct. I declare under penalty of perjury under the laws of the United States of America and the State of Texas that the foregoing is true and correct."

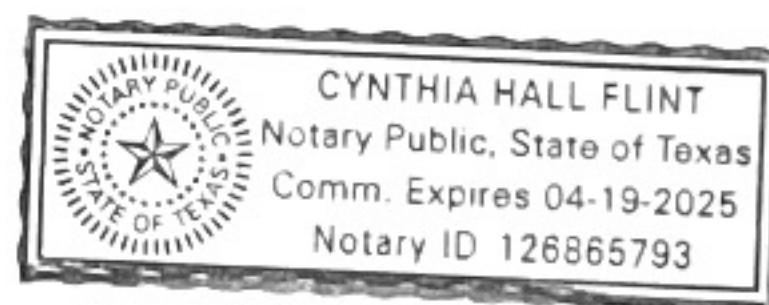


Ryan Alter, Affiant and Plaintiff

SUBSCRIBED AND SWORN TO BEFORE ME on November 21, 2022, by Ryan Alter.



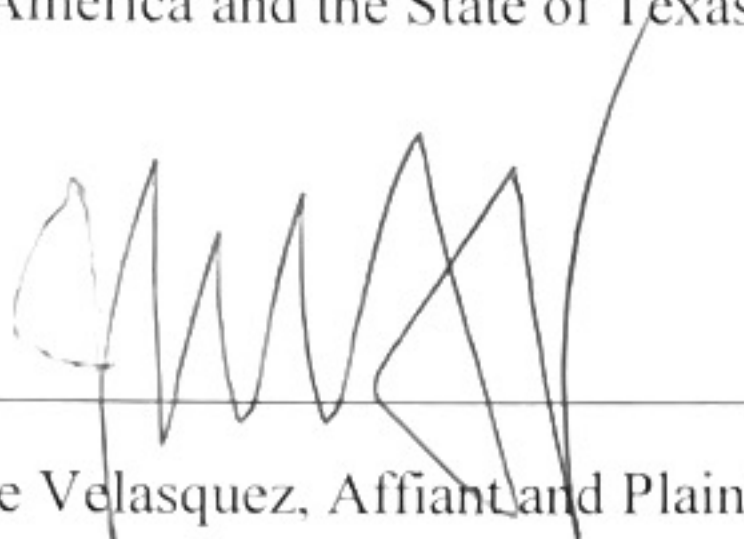
Notary Public, State of Texas



**VERIFICATION AFFIDAVIT IN SUPPORT OF PLAINTIFFS' APPLICATION FOR
TEMPORARY RESTRAINING ORDER AND FOR TEMPORARY INJUNCTION**

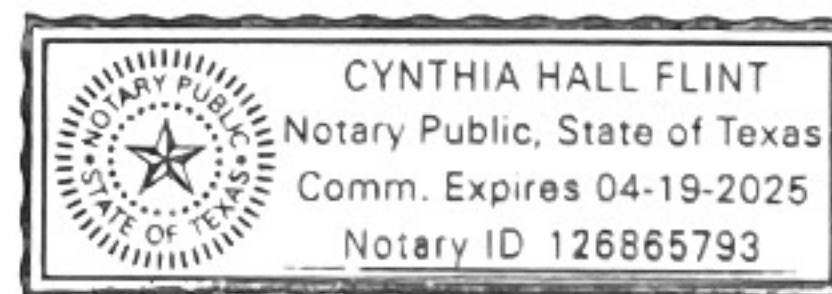
BEFORE ME, the undersigned authority, personally appeared Jose Velasquez, who being duly sworn, deposed as follows:

"My name is Jose Velasquez. I am at least 18 years of age and of sound mind. I have personal knowledge of the facts as alleged in Plaintiffs' Original Petition and each and every fact stated therein are true and correct. I declare under penalty of perjury under the laws of the United States of America and the State of Texas that the foregoing is true and correct."


Jose Velasquez, Affiant and Plaintiff

SUBSCRIBED AND SWORN TO BEFORE ME on November 21, 2022, by Jose Velasquez.


Notary Public, State of Texas





Candidate Contract Additional Information

Austin City Code

§ 2-2-11 - VOLUNTARY CAMPAIGN CONTRACT.

(A) A candidate for mayor or city council may sign a contract with the City agreeing to abide by limitations on that candidate's contributions and expenditures as specified in this article in exchange for benefits provided under this chapter.

(B) A candidate must personally sign the campaign contract the earlier of:

- (1) 30 days after he or she becomes a candidate under the Texas Election Code; or
- (2) the date the candidate files for a place on the ballot.

(C) Only a candidate who signs a campaign contract with the City will qualify for public funds from the Austin Fair Campaign Finance Fund under Article 7 of this chapter (Austin Fair Campaign Finance Fund).


(D) A candidate who signs a campaign contract must report a contribution or expenditure during the first reporting period in which it is made and apply the contribution or expenditure to the candidate's voluntary limits. The candidate must file the campaign finance report's data as provided in Section 2-2-26 (Filing of Campaign Finance Report Data).

Texas Election Code

Under Section 251.001(1), a person becomes a candidate by taking “affirmative action,” which includes filing a campaign treasurer appointment (CTA). However, in practicality, it is difficult, if not impossible, for the City Clerk to calculate the date an individual filed the CTA, because a campaign treasurer appointment may be active for several years, and individuals are not required to file an updated CTA before each election. Therefore, the 30-day time period cannot be calculated for individuals with active CTAs. That being the case, the City’s Clerk’s office has set the deadline for individuals to sign the campaign contract as the date the person files an application for a place on the ballot.


APPOINTMENT OF A CAMPAIGN TREASURER BY A CANDIDATE

FORM CTA
PG 1

See CTA Instruction Guide for detailed instructions.						1 Total pages filed: /	
2 CANDIDATE NAME	MS / MRS / MR		FIRST	MI		OFFICE USE ONLY	
	NICKNAME		LAST	SUFFIX		Filer ID #	
3 CANDIDATE MAILING ADDRESS	ADDRESS / PO BOX;		APT / SUITE #;	CITY;	STATE;	ZIP CODE	OCC RECEIVED AT MAR 17 '22 PM3:18
	3308 GALLOP CV			AUSTIN	TX	78745	
4 CANDIDATE PHONE	AREA CODE		PHONE NUMBER	EXTENSION		Receipt #	
	(512)		289-2524			Amount \$	
5 OFFICE HELD (if any)						Date Processed	
6 OFFICE SOUGHT (if known)	AUSTIN CITY COUNCIL, DISTRICT 5						
7 CAMPAIGN TREASURER NAME	MS/MRS/MR		FIRST	MI	NICKNAME	LAST	SUFFIX
			ANNA	M		RIOJAS	
8 CAMPAIGN TREASURER STREET ADDRESS (residence or business)	STREET ADDRESS;		APT / SUITE #;	CITY;	STATE;	ZIP CODE	
	4524 GRAND CYPRESS DR			AUSTIN	TX	78747	
9 CAMPAIGN TREASURER PHONE	AREA CODE		PHONE NUMBER	EXTENSION			
	(512)		750-8259				
10 CANDIDATE SIGNATURE	<p>I am aware of the Nepotism Law, Chapter 573 of the Texas Government Code.</p> <p>I am aware of my responsibility to file timely reports as required by title 15 of the Election Code.</p> <p>I am aware of the restrictions in title 15 of the Election Code on contributions from corporations and labor organizations.</p>						
	 Signature of Candidate					03/17/2022 Date Signed	
GO TO PAGE 2							

APPOINTMENT OF A CAMPAIGN TREASURER BY A CANDIDATE

FORM CTA
PG 1

See CTA Instruction Guide for detailed instructions.		1 Total pages filed.	
2 CANDIDATE NAME	MS / MRS / MR	FIRST	MI
	NICKNAME	LAST	SUFFIX
3 CANDIDATE MAILING ADDRESS	ADDRESS / PO BOX: APT / SUITE #: CITY: STATE: ZIP CODE P.O. Box 160233 Austin, TX 78716		
4 CANDIDATE PHONE	AREA CODE	PHONE NUMBER	EXTENSION
5 OFFICE HELD (if any)			
6 OFFICE SOUGHT (if known)	City Council District 8		
7 CAMPAIGN TREASURER NAME	MS/MRS/MR	FIRST	MI NICKNAME LAST SUFFIX
8 CAMPAIGN TREASURER STREET ADDRESS (residence or business)	STREET ADDRESS (NO PO BOX PLEASE): APT / SUITE #: CITY: STATE: ZIP CODE 507 Pressler St. #4131 Austin, TX 78703		
9 CAMPAIGN TREASURER PHONE	AREA CODE	PHONE NUMBER	EXTENSION
10 CANDIDATE SIGNATURE	I am aware of the Nepotism Law, Chapter 573 of the Texas Government Code. I am aware of my responsibility to file timely reports as required by title 15 of the Election Code. I am aware of the restrictions in title 15 of the Election Code on contributions from corporations and labor organizations. <div style="display: flex; justify-content: space-between;"> <div>  Signature of Candidate </div> <div> 12/27/17 Date Signed </div> </div>		
GO TO PAGE 2			

CANDIDATE / OFFICEHOLDER CAMPAIGN FINANCE REPORT

FORM C/OH
COVER SHEET PG 1

The C/OH Instruction Guide explains how to complete this form.		1 Filer ID	2 Total pages filed: 45	
3 CANDIDATE / OFFICEHOLDER NAME	MS / MRS / MR FIRST MI Paige	OFFICE USE ONLY Date Received OCC RECEIVED AT DEC 3 '18 PM 3:48		
	NICKNAME LAST SUFFIX Ellis			
4 CANDIDATE / OFFICEHOLDER MAILING ADDRESS <input type="checkbox"/> Change of Address	ADDRESS / PO BOX; APT / SUITE #; CITY; ZIP CODE P.O. Box 160233 Austin, TX 78716		Date Hand-delivered or Date Postmarked	
			Receipt # Amount	
			Date Processed	
			Date Imaged	
5 CAMPAIGN TREASURER NAME	MS / MRS / MR FIRST MI Ashley			
	NICKNAME LAST SUFFIX Bliss-Lima			
6 CAMPAIGN TREASURER ADDRESS (Residence or Business)	STREET ADDRESS (NO PO BOX PLEASE); APT / SUITE #; CITY; STATE; ZIP CODE P.O. Box 160233 Austin TX 78716			
7 CAMPAIGN TREASURER PHONE	AREA CODE (512)	PHONE NUMBER 693-0731	EXTENSION	
8 REPORT TYPE	<input type="checkbox"/> January 15 <input type="checkbox"/> 30th day before election <input checked="" type="checkbox"/> Runoff <input type="checkbox"/> 15th day after campaign treasurer appointment (officeholder only) <input type="checkbox"/> July 15 <input type="checkbox"/> 8th day before election <input type="checkbox"/> Exceeded \$500 limit <input type="checkbox"/> Final Report (Attach C/OH-FR)			
9 PERIOD COVERED	Month Day Year Month Day Year 10/28/2018 THROUGH 12/01/2018			
10 ELECTION	ELECTION DATE Month Day Year 12/11/2018		ELECTION TYPE <input type="checkbox"/> Primary <input checked="" type="checkbox"/> Runoff <input type="checkbox"/> Other <input type="checkbox"/> General <input type="checkbox"/> Special	
11 OFFICE	OFFICE HELD (if any)		12 OFFICE SOUGHT (if known) Austin City Council District 8	

GO TO PAGE 2

CANDIDATE / OFFICEHOLDER REPORT: SUPPORT & TOTALS

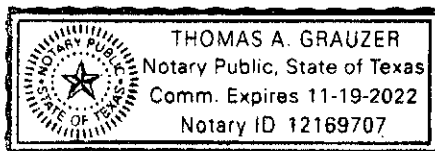
FORM C/OH
COVER SHEET PG 2

2 of 45

13 C / OH NAME Ellis, Paige		14 Filer ID	
15 NOTICE FROM POLITICAL COMMITTEE(S) <input type="checkbox"/> Additional Pages	This box is for notice of political contributions accepted or political expenditures made by political committees to support the candidate / officeholder. <i>These expenditures may have been made without the candidate's or officeholder's knowledge or consent.</i> Candidates and officeholders are required to report this information only if they receive notice of such expenditures.		
	COMMITTEE TYPE	COMMITTEE NAME	
	<input type="checkbox"/> GENERAL		
	<input type="checkbox"/> SPECIFIC	COMMITTEE ADDRESS	
		COMMITTEE CAMPAIGN TREASURER NAME	
	COMMITTEE CAMPAIGN TREASURER ADDRESS		
16 CONTRIBUTION TOTALS	1.	TOTAL POLITICAL CONTRIBUTIONS OF \$50 OR LESS (OTHER THAN PLEDGES, LOANS, OR GUARANTEES OF LOANS), UNLESS ITEMIZED	\$ 1,070.10
	2.	TOTAL POLITICAL CONTRIBUTIONS (OTHER THAN PLEDGES, LOANS, OR GUARANTEES OF LOANS)	\$ 59,240.73
EXPENDITURE TOTALS	3.	TOTAL POLITICAL EXPENDITURES OF \$100 OR LESS, UNLESS ITEMIZED	\$ 0.00
	4.	TOTAL POLITICAL EXPENDITURES	\$ 17,222.92
CONTRIBUTION BALANCE	5.	TOTAL POLITICAL CONTRIBUTIONS MAINTAINED AS OF THE LAST DAY OF THE REPORTING PERIOD	\$ 55,682.96
OUTSTANDING LOAN TOTALS	6.	TOTAL PRINCIPAL AMOUNT OF ALL OUTSTANDING LOANS AS OF THE LAST DAY OF THE REPORTING PERIOD	\$ 3,500.00

17 AFFADAVIT

I swear, or affirm, under penalty of perjury, that the accompanying report is true and correct and includes all information required to be reported by me under Title 15, Election Code.



Paige Ellis
Signature of Candidate or Officeholder

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Paige Ellis, this the 3rd day of December, 2018, to certify which, witness my hand and seal of office.

Thomas A. Grauzer Thomas A. Grauzer notary public
Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath

SUBTOTALS - C/OH**FORM C/OH
COVER SHEET PG 3**

3 of 45

18 FILER NAME Ellis, Paige		19 Filer ID
20 SCHEDULE SUBTOTALS NAME OF SCHEDULE		SUBTOTAL AMOUNT
1.	<input checked="" type="checkbox"/> SCHEDULE A1: MONETARY POLITICAL CONTRIBUTIONS	\$ 59,240.73
2.	<input type="checkbox"/> SCHEDULE A2: NON-MONETARY (IN-KIND) POLITICAL CONTRIBUTIONS	\$
3.	<input type="checkbox"/> SCHEDULE B: PLEDGED CONTRIBUTIONS	\$
4.	<input checked="" type="checkbox"/> SCHEDULE E: LOANS	\$ 0.00
5.	<input checked="" type="checkbox"/> SCHEDULE F1: POLITICAL EXPENDITURES FROM POLITICAL CONTRIBUTIONS	\$ 17,222.92
6.	<input type="checkbox"/> SCHEDULE F2: UNPAID INCURRED OBLIGATIONS	\$
7.	<input type="checkbox"/> SCHEDULE F3: PURCHASE OF INVESTMENTS FROM POLITICAL CONTRIBUTIONS	\$
8.	<input type="checkbox"/> SCHEDULE F4: EXPENDITURES MADE BY CREDIT CARD	\$
9.	<input type="checkbox"/> SCHEDULE G: POLITICAL EXPENDITURES FROM PERSONAL FUNDS	\$
10.	<input type="checkbox"/> SCHEDULE H: PAYMENT FROM POLITICAL CONTRIBUTIONS TO A BUSINESS OF C/OH	\$
11.	<input type="checkbox"/> SCHEDULE I: NON-POLITICAL EXPENDITURES FROM POLITICAL CONTRIBUTIONS	\$
12.	<input type="checkbox"/> SCHEDULE K: INTEREST, CREDITS, GAINS, REFUNDS, AND CONTRIBUTIONS RETURNED TO FILER	\$


MONETARY POLITICAL CONTRIBUTIONS

SCHEDULE A1

The Instruction Guide explains how to complete this form.		1 Total pages Schedule A1: Sch: 9/35 Rpt: 12/45
2 FILER NAME Ellis, Paige		3 Filer ID
4 Date 11/14/2018	5 Full name of contributor <input type="checkbox"/> out-of-state PAC (ID#: _____) Carlson, Patrick	7 Amount of Contribution (\$) \$350.00
	6 Contributor address; City; State; Zip Code 1609 Mohle Drive Austin, TX 78703	
8 Principal occupation / Job title (See Instructions) Attorney		9 Employer (See Instructions) Armbrust & Brown
Date 11/30/2018	Full name of contributor <input type="checkbox"/> out-of-state PAC (ID#: _____) Cassidy, Brian	Amount of Contribution (\$) \$350.00
	Contributor address; City; State; Zip Code 600 Congress Avenue Suite 2200 Austin, TX 78701	
Principal occupation / Job title (See Instructions) Attorney		Employer (See Instructions) Locke Lord LLP
Date 11/30/2018	Full name of contributor <input type="checkbox"/> out-of-state PAC (ID#: _____) Chevalier, Joi	Amount of Contribution (\$) \$50.00
	Contributor address; City; State; Zip Code 3110 Manor Road Austin, TX 78723	
Principal occupation / Job title (See Instructions) self-employed		Employer (See Instructions) The Cook's Nook
Date 11/20/2018	Full name of contributor <input type="checkbox"/> out-of-state PAC (ID#: _____) Circle C Area Democrats	Amount of Contribution (\$) \$350.00
	Contributor address; City; State; Zip Code 7008 Colberg Ct. Austin, TX 78749	
Principal occupation / Job title (See Instructions)		Employer (See Instructions)
Date 11/20/2018	Full name of contributor <input type="checkbox"/> out-of-state PAC (ID#: _____) City of Austin - Fair Campaign Fund	Amount of Contribution (\$) \$15,490.66
	Contributor address; City; State; Zip Code 201 W. Cesar Chavez Austin, TX 78701	
Principal occupation / Job title (See Instructions)		Employer (See Instructions)

APPOINTMENT OF A CAMPAIGN TREASURER BY A CANDIDATE

FORM CTA
PG 1

See CTA Instruction Guide for detailed instructions.		1 Total pages filed: 1	
2 CANDIDATE NAME	MS/MRS/MR <input checked="" type="radio"/> FIRST MI	OFFICE USE ONLY	
	NICKNAME LAST SUFFIX	Filer ID # Date Received Date Hand-delivered or Postmarked	
3 CANDIDATE MAILING ADDRESS	ADDRESS / PO BOX: APT / SUITE #: CITY: STATE: ZIP CODE		2018 JAN 9 PM 12:35 RECEIVED AUSTIN CITY CLERK RECEIVED AUSTIN CITY CLERK
4 CANDIDATE PHONE	AREA CODE PHONE NUMBER EXTENSION		
5 OFFICE HELD (if any)			
6 OFFICE SOUGHT (if known)	City Council D1		
7 CAMPAIGN TREASURER NAME	MS/MRS/MR <input checked="" type="radio"/> FIRST MI NICKNAME LAST SUFFIX		
8 CAMPAIGN TREASURER STREET ADDRESS (residence or business)	STREET ADDRESS (NO PO BOX PLEASE); APT / SUITE #: CITY: STATE: ZIP CODE		
9 CAMPAIGN TREASURER PHONE	AREA CODE PHONE NUMBER EXTENSION		
10 CANDIDATE SIGNATURE	I am aware of the Nepotism Law, Chapter 573 of the Texas Government Code. I am aware of my responsibility to file timely reports as required by title 15 of the Election Code. I am aware of the restrictions in title 15 of the Election Code on contributions from corporations and labor organizations. <div style="display: flex; justify-content: space-between;"> <div>  Signature of Candidate </div> <div> 1/9/2018 Date Signed </div> </div>		

GO TO PAGE 2

CANDIDATE / OFFICEHOLDER CAMPAIGN FINANCE REPORT

FORM C/OH
COVER SHEET PG 1

The C/OH Instruction Guide explains how to complete this form.		1 Filer ID	2 Total pages filed: 43
3 CANDIDATE / OFFICEHOLDER NAME	MS / MRS / MR FIRST MI Natasha	OFFICE USE ONLY Date Received OCC RECEIVED AT DEC 3 '18 PM 3:23 Date Hand-delivered or Date Postmarked Receipt # Amount Date Processed Date Imaged	
	NICKNAME LAST SUFFIX Harper-Madison		
4 CANDIDATE / OFFICEHOLDER MAILING ADDRESS <input type="checkbox"/> Change of Address	ADDRESS / PO BOX; APT / SUITE #; CITY; ZIP CODE 1609 E13th Street Austin, TX 78702		
5 CAMPAIGN TREASURER NAME	MS / MRS / MR FIRST MI Marcus M		
	NICKNAME LAST SUFFIX Hobbs		
6 CAMPAIGN TREASURER ADDRESS (Residence or Business)	STREET ADDRESS (NO PO BOX PLEASE); APT / SUITE #; CITY; STATE; ZIP CODE 1211 Black Angus Dr Austin TX 78727		
7 CAMPAIGN TREASURER PHONE	AREA CODE 512	PHONE NUMBER 794	EXTENSION 8234
8 REPORT TYPE	<input type="checkbox"/> January 15 <input type="checkbox"/> 30th day before election <input checked="" type="checkbox"/> Runoff <input type="checkbox"/> 15th day after campaign treasurer appointment (officeholder only) <input type="checkbox"/> July 15 <input type="checkbox"/> 8th day before election <input type="checkbox"/> Exceeded \$500 limit <input type="checkbox"/> Final Report (Attach C/OH-FR)		
9 PERIOD COVERED	Month Day Year THROUGH Month Day Year 10/28/2018 12/01/2018		
10 ELECTION	ELECTION DATE Month Day Year 12/11/2018	ELECTION TYPE <input type="checkbox"/> Primary <input checked="" type="checkbox"/> Runoff <input type="checkbox"/> Other <input type="checkbox"/> General <input type="checkbox"/> Special	
11 OFFICE	OFFICE HELD (if any)	12 OFFICE SOUGHT (if known) Place Austin District 1	
GO TO PAGE 2			

CANDIDATE / OFFICEHOLDER REPORT: SUPPORT & TOTALS

FORM C/OH
COVER SHEET PG 2

2 of 43

13 C / OH NAME Harper-Madison, Natasha

14 Filer ID

15 NOTICE
FROM
POLITICAL
COMMITTEE(S)

☐ Additional Pages

This box is for notice of political contributions accepted or political expenditures made by political committees to support the candidate / officeholder. *These expenditures may have been made without the candidate's or officeholder's knowledge or consent.* Candidates and officeholders are required to report this information only if they receive notice of such expenditures.

COMMITTEE TYPE

☒ GENERAL

☐ SPECIFIC

COMMITTEE NAME

The Real Estate Council of Austin, Inc. Advancing Democracy PAC

COMMITTEE ADDRESS

1609 E 13th St

Austin, TX 78702

COMMITTEE CAMPAIGN TREASURER NAME

Harris, Susan

COMMITTEE CAMPAIGN TREASURER ADDRESS

98 San Jacinto Blvd

Suite 510

Austin, TX 78701

16 CONTRIBUTION
TOTALS

1. TOTAL POLITICAL CONTRIBUTIONS OF \$50 OR LESS (OTHER THAN PLEDGES, LOANS, OR GUARANTEES OF LOANS), UNLESS ITEMIZED \$ 720.00

2. TOTAL POLITICAL CONTRIBUTIONS (OTHER THAN PLEDGES, LOANS, OR GUARANTEES OF LOANS) \$ 41,170.66

EXPENDITURE
TOTALS

3. TOTAL POLITICAL EXPENDITURES OF \$100 OR LESS, UNLESS ITEMIZED \$ 0.00

4. TOTAL POLITICAL EXPENDITURES \$ 14,918.14

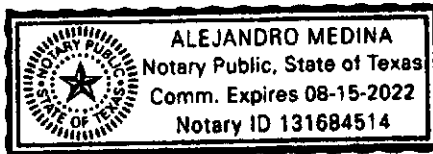
CONTRIBUTION
BALANCE

5. TOTAL POLITICAL CONTRIBUTIONS MAINTAINED AS OF THE LAST DAY OF THE REPORTING PERIOD \$ 37,537.14

OUTSTANDING
LOAN TOTALS

6. TOTAL PRINCIPAL AMOUNT OF ALL OUTSTANDING LOANS AS OF THE LAST DAY OF THE REPORTING PERIOD \$ 0.00

17 AFFADAVIT



I swear, or affirm, under penalty of perjury, that the accompanying report is true and correct and includes all information required to be reported by me under Title 15, Election Code.

Natasha Harper-Madison
Signature of Candidate or Officeholder

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Natasha Harper-Madison, this the 3rd day of December, 20 18, to certify which, witness my hand and seal of office.

Alejandro Medina
Signature of officer administering

Alejandro Medina
Printed name of officer administering

Notary
Title of officer administering oath

SUBTOTALS - C/OH**FORM C/OH
COVER SHEET PG 3**

3 of 43

18 FILER NAME

Harper-Madison, Natasha

19 Filer ID**20 SCHEDULE SUBTOTALS**

NAME OF SCHEDULE		SUBTOTAL AMOUNT
1.	<input checked="" type="checkbox"/> SCHEDULE A1: MONETARY POLITICAL CONTRIBUTIONS	\$ 41,170.66
2.	<input type="checkbox"/> SCHEDULE A2: NON-MONETARY (IN-KIND) POLITICAL CONTRIBUTIONS	\$
3.	<input type="checkbox"/> SCHEDULE B: PLEDGED CONTRIBUTIONS	\$
4.	<input type="checkbox"/> SCHEDULE E: LOANS	\$
5.	<input checked="" type="checkbox"/> SCHEDULE F1: POLITICAL EXPENDITURES FROM POLITICAL CONTRIBUTIONS	\$ 14,918.14
6.	<input type="checkbox"/> SCHEDULE F2: UNPAID INCURRED OBLIGATIONS	\$
7.	<input type="checkbox"/> SCHEDULE F3: PURCHASE OF INVESTMENTS FROM POLITICAL CONTRIBUTIONS	\$
8.	<input type="checkbox"/> SCHEDULE F4: EXPENDITURES MADE BY CREDIT CARD	\$
9.	<input type="checkbox"/> SCHEDULE G: POLITICAL EXPENDITURES FROM PERSONAL FUNDS	\$
10.	<input type="checkbox"/> SCHEDULE H: PAYMENT FROM POLITICAL CONTRIBUTIONS TO A BUSINESS OF C/OH	\$
11.	<input type="checkbox"/> SCHEDULE I: NON-POLITICAL EXPENDITURES FROM POLITICAL CONTRIBUTIONS	\$
12.	<input type="checkbox"/> SCHEDULE K: INTEREST, CREDITS, GAINS, REFUNDS, AND CONTRIBUTIONS RETURNED TO FILER	\$

MONETARY POLITICAL CONTRIBUTIONS

SCHEDULE A1

The Instruction Guide explains how to complete this form.

1 Total pages Schedule A1:
Sch: 4/20 Rpt: 7/43

2 FILER NAME

Harper-Madison, Natasha

3 Filer ID

4 Date

11/20/2018

5 Full name of contributor

☐ out-of-state PAC (ID#: _____)

Butler, William

7 Amount of Contribution (\$)

\$350.00

6 Contributor address; City; State; Zip Code

3303 Larry Lane

Austin, TX 78722

8 Principal occupation / Job title (See Instructions)

Consultant

9 Employer (See Instructions)

Self

Date

11/20/2018

Full name of contributor

☐ out-of-state PAC (ID#: _____)

Campbell, William

Amount of Contribution (\$)

\$350.00

Contributor address; City; State; Zip Code

5835 Westslope Dr

AUSTIN, TX 78731

Principal occupation / Job title (See Instructions)

retired

Employer (See Instructions)

retired

Date

11/20/2018

Full name of contributor

☐ out-of-state PAC (ID#: _____)

Carter, McFadden

Amount of Contribution (\$)

\$350.00

Contributor address; City; State; Zip Code

702 Nelson Ranch Road

Cedar Park, TX 78613

Principal occupation / Job title (See Instructions)

Distributor

Employer (See Instructions)

Capital Wright Distr

Date

11/20/2018

Full name of contributor

☐ out-of-state PAC (ID#: _____)

Channy, Soeur

Amount of Contribution (\$)

\$350.00

Contributor address; City; State; Zip Code

3303 Crystal Falls Parkway

Leander, TX 78641

Principal occupation / Job title (See Instructions)

Consultant

Employer (See Instructions)

CAS Consulting & Services

Date

11/29/2018

Full name of contributor

☐ out-of-state PAC (ID#: _____)

City of Austin

Amount of Contribution (\$)

\$15,490.66

Contributor address; City; State; Zip Code

301 W 2nd Street

Austin, TX 78701

Principal occupation / Job title (See Instructions)

Employer (See Instructions)

2-26

Prescribed by Secretary of State

Section 141.031, Chapters 143 and 144, Texas Election Code

09/2021

APPLICATION FOR A PLACE ON THE BALLOT FOR A GENERAL ELECTION FOR A CITY, SCHOOL DISTRICT OR OTHER POLITICAL SUBDIVISION

ALL INFORMATION IS REQUIRED TO BE PROVIDED UNLESS INDICATED AS OPTIONAL¹ Failure to provide required information may result in rejection of application.

APPLICATION FOR A PLACE ON THE <u>City of Austin</u> GENERAL ELECTION BALLOT					
TO: City Secretary/Secretary of Board (name of election)					
I request that my name be placed on the above-named official ballot as a candidate for the office indicated below.					
OFFICE SOUGHT (Include any place number or other distinguishing number, if any.) <u>City Council, District 5</u>				INDICATE TERM <input checked="" type="checkbox"/> FULL <input type="checkbox"/> UNEXPIRED	
FULL NAME (First, Middle, Last) <u>Ryan Joseph Alter</u>			PRINT NAME AS YOU WANT IT TO APPEAR ON THE BALLOT* <u>Ryan Alter</u>		
PERMANENT RESIDENCE ADDRESS (Do not include a P.O. Box or Rural Route. If you do not have a residence address, describe location of residence.) <u>3308 Gallop CV. A</u>			PUBLIC MAILING ADDRESS (Optional) (Address for which you receive campaign related correspondence, if available.)		
CITY <u>Austin</u>	STATE <u>TX</u>	ZIP <u>78745</u>	CITY	STATE	ZIP
PUBLIC EMAIL ADDRESS (Optional) (Address for which you receive campaign related emails, if available.) <u>Ryan@RyanforATX.com</u>		OCCUPATION (Do not leave blank) <u>Attorney</u>		DATE OF BIRTH [REDACTED]	VOTER REGISTRATION VOID NUMBER ² (Optional)
TELEPHONE CONTACT INFORMATION (Optional)					
Home:		Office:		Cell: [REDACTED]	
FELONY CONVICTION STATUS (You MUST check one)			LENGTH OF CONTINUOUS RESIDENCE AS OF DATE THIS APPLICATION WAS SWORN		
<input checked="" type="checkbox"/> I have not been finally convicted of a felony. <input type="checkbox"/> I have been finally convicted of a felony, but I have been pardoned or otherwise released from the resulting disabilities of that felony conviction and I have provided proof of this fact with the submission of this application. ³			IN THE STATE OF TEXAS <u>33</u> year(s) <u>1</u> month(s)		
			IN TERRITORY/DISTRICT/PRECINCT FROM WHICH THE OFFICE SOUGHT IS ELECTED <u>0</u> year(s) <u>6</u> month(s)		
*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 or contain a title, 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. Please review sections 52.031, 52.032 and 52.033 of the Texas Election Code regarding the rules for how names may be listed on the official ballot.					
Before me, the undersigned authority, on this day personally appeared (name of candidate) <u>Ryan Alter</u> , who being by me here and now duly sworn, upon oath says: "I, (name of candidate) <u>Ryan Alter</u> , of <u>Travis</u> County, Texas, being a candidate for the office of <u>City Council, District 5</u> , 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 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 am aware that I must disclose any prior felony conviction, and if so convicted, must provide proof that I have been pardoned or otherwise released from the resulting disabilities of any such final felony conviction. I am aware that knowingly providing false information on the application regarding my possible felony conviction status constitutes a Class B misdemeanor. I further swear that the foregoing statements included in my application are in all things true and correct."					
X <u>[Signature]</u> SIGNATURE OF CANDIDATE					
Sworn to and subscribed before me this the <u>22</u> day of <u>August</u> , <u>2022</u> , by <u>Ryan Alter</u> (day) (month) (year) (name of candidate)					
Signature of Officer Authorized to Administer Oath <u>[Signature]</u> Title of Officer Authorized to Administer Oath		Notary Public, State of Texas Comm. Expires 05-03-2023 Notary ID 132001689 [Signature] Name of Officer Authorized to Administer Oath			
TO BE COMPLETED BY FILING OFFICER: THIS APPLICATION IS ACCOMPANIED BY THE REQUIRED FILING FEE (If Applicable) PAID BY: <input type="checkbox"/> CASH <input type="checkbox"/> CHECK <input type="checkbox"/> MONEY ORDER <input type="checkbox"/> CASHIERS CHECK OR <input checked="" type="checkbox"/> PETITION IN LIEU OF A FILING FEE. This document and \$ filing fee or a nominating petition of <u>16</u> pages received. <input checked="" type="checkbox"/> Voter Registration Status Verified <u>8, 22, 22</u> <u>8, 22, 22</u> (See Section 1.007)					

OCC RECEIVED AT
AUG 22 '22 AM 9:17

CANDIDATE CONTRACT

This Austin Fair Campaign Contract, made (enter date of contract) 8/22/22, is
between the City of Austin, and (enter Candidate's name) Ryan Alter,
a candidate for (enter the office sought by Candidate including place number if the office is City Council
Member) City Council, District 5.

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) Ryan Alter,
a candidate for the office of (enter the office sought by Candidate, including place number if the office is City
Council Member) City Council, District 5.

"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

Candidate: 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.

City of Austin: 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 three 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 three candidate forums in which the signing candidate must participate are arranged by the City's Ethics Review Commission and include the following:

- 1) A five-minute taped statement;
- 2) A written candidate questionnaire; and
- 3) The live forum moderated by the LWVAA, for the office for which the candidate is running.

If a candidate enters into a campaign contract with the City, not participating in any of the three candidate forums listed above constitutes a violation of Section 2-2-65(A) of City Code and will result in the candidate being deemed ineligible for funds.

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:

8/22/22

DATE



CITY MANAGER, or designee, for the City of Austin

8-22-22

DATE

APPOINTMENT OF A CAMPAIGN TREASURER BY A CANDIDATE

FORM CTA
PG 1

See CTA Instruction Guide for detailed instructions.

1 Total pages filed:

2

2 CANDIDATE
NAME

MS / MRS / MR

FIRST

MI

José

M.A.

NICKNAME

LAST

SUFFIX

VELÁZQUEZ

OFFICE USE ONLY

Filer ID #

Date Received

OCC RECEIVED AT
NOV 17 '21 AM 8:05

Date Hand-delivered or Postmarked

3 CANDIDATE
MAILING
ADDRESS

ADDRESS / PO BOX;

APT / SUITE #;

CITY;

STATE;

ZIP CODE

2311

WILLOW AUSTIN

TX 78702

Receipt #

Amount \$

Date Processed

Date Imaged

4 CANDIDATE
PHONE

AREA CODE

PHONE NUMBER

EXTENSION

(512) 695-4657

5 OFFICE
HELD
(if any)

6 OFFICE
SOUGHT
(if known)

AUSTIN CITY COUNCIL, DISTRICT 3

7 CAMPAIGN
TREASURER
NAME

MS/MRS/MR

FIRST

MI

NICKNAME

LAST

SUFFIX

MS. VANESSA

MALDONADO

DELGADO

8 CAMPAIGN
TREASURER
STREET
ADDRESS

(residence or business)

STREET ADDRESS;

APT / SUITE #;

CITY;

STATE;

ZIP CODE

8904 CATTALO LN. AUSTIN TX 78747

9 CAMPAIGN
TREASURER
PHONE

AREA CODE

PHONE NUMBER

EXTENSION

(949) 294 6748

10 CANDIDATE
SIGNATURE

I am aware of the Nepotism Law, Chapter 573 of the Texas Government Code.

I am aware of my responsibility to file timely reports as required by title 15 of the Election Code.

I am aware of the restrictions in title 15 of the Election Code on contributions from corporations and labor organizations.

Signature of Candidate

Date Signed

11/16/21

**CANDIDATE MODIFIED
REPORTING DECLARATION**

**FORM CTA
PG 2**

**11 CANDIDATE
NAME**

José M. A. VELÁZQUEZ

**12 MODIFIED
REPORTING
DECLARATION**

**COMPLETE THIS SECTION ONLY IF YOU ARE
CHOOSING MODIFIED REPORTING**

**•• This declaration must be filed no later than the 30th day before
the first election to which the declaration applies. ••**

•• The modified reporting option is valid for one election cycle only. ••
(An election cycle includes a primary election, a general election, and any related runoffs.)

**•• Candidates for the office of state chair of a political party
may NOT choose modified reporting. ••**

I do not intend to accept more than \$930 in political contributions
or make more than \$930 in political expenditures (excluding filing
fees) in connection with any future election within the election
cycle. I understand that if either one of those limits is exceeded, I
will be required to file pre-election reports and, if necessary, a
runoff report.

Year of election(s) or election cycle to
which declaration applies

Signature of Candidate

This appointment is effective on the date it is filed with the appropriate filing authority.

TEC Filers may send this form to the TEC electronically at treasappoint@ethics.state.tx.us
or mail to
Texas Ethics Commission
P.O. Box 12070
Austin, TX 78711-2070

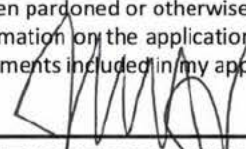
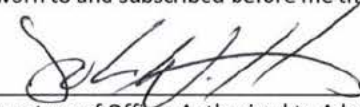
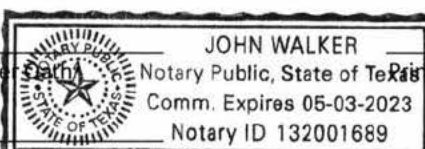
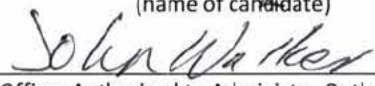
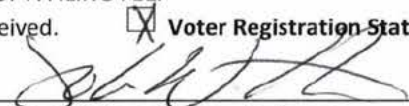
Non-TEC Filers must file this form with the local filing authority
DO NOT SEND TO TEC

For more information about where to file go to:
<https://www.ethics.state.tx.us/filinginfo/QuickFileAREport.php>

2-26
Prescribed by Secretary of State
Section 141.031, Chapters 143 and 144, Texas Election Code
09/2021

APPLICATION FOR A PLACE ON THE BALLOT FOR A GENERAL ELECTION FOR A CITY, SCHOOL DISTRICT OR OTHER POLITICAL SUBDIVISION

ALL INFORMATION IS REQUIRED TO BE PROVIDED UNLESS INDICATED AS OPTIONAL¹ Failure to provide required information may result in rejection of application

APPLICATION FOR A PLACE ON THE <u>CITY OF AUSTIN</u> GENERAL ELECTION BALLOT					
TO: City Secretary/Secretary of Board (name of election)					
I request that my name be placed on the above-named official ballot as a candidate for the office indicated below.					
OFFICE SOUGHT (Include any place number or other distinguishing number, if any.) <u>CITY COUNCIL, DISTRICT 3</u>				INDICATE TERM <input checked="" type="checkbox"/> FULL <input type="checkbox"/> UNEXPIRED	
FULL NAME (First, Middle, Last) <u>JOSE MIGUEL ANWAN VELASQUEZ</u>			PRINT NAME AS YOU WANT IT TO APPEAR ON THE BALLOT* <u>JOSE VELASQUEZ</u>		
PERMANENT RESIDENCE ADDRESS (Do not include a P.O. Box or Rural Route. If you do not have a residence address, describe location of residence.) <u>2311 WILLOW ST.</u>			PUBLIC MAILING ADDRESS (Optional) (Address for which you receive campaign related correspondence, if available.)		
CITY <u>AUSTIN</u>	STATE <u>TX</u>	ZIP <u>78702</u>	CITY	STATE	ZIP
PUBLIC EMAIL ADDRESS (Optional) (Address for which you receive campaign related emails, if available.) <u>JOSE@VELASQUEZFOLIO.COM</u>		OCCUPATION (Do not leave blank) <u>MARKETING STRATEGIST</u>	DATE OF BIRTH [REDACTED]		VOTER REGISTRATION VOID NUMBER ² (Optional)
TELEPHONE CONTACT INFORMATION (Optional)					
Home:		Office:		Cell:	
FELONY CONVICTION STATUS (You MUST check one)			LENGTH OF CONTINUOUS RESIDENCE AS OF DATE THIS APPLICATION WAS SWORN		
<input checked="" type="checkbox"/> I have not been finally convicted of a felony. <input type="checkbox"/> I have been finally convicted of a felony, but I have been pardoned or otherwise released from the resulting disabilities of that felony conviction and I have provided proof of this fact with the submission of this application. ³			IN THE STATE OF TEXAS <u>42</u> year(s) ____ month(s)		
			IN TERRITORY/DISTRICT/PRECINCT FROM WHICH THE OFFICE SOUGHT IS ELECTED <u>42</u> year(s) ____ month(s)		
*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 or contain a title, 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. Please review sections 52.031, 52.032 and 52.033 of the Texas Election Code regarding the rules for how names may be listed on the official ballot.					
Before me, the undersigned authority, on this day personally appeared (name of candidate) <u>JOSE VELASQUEZ</u> , who being by me here and now duly sworn, upon oath says: "I, (name of candidate) <u>JOSE VELASQUEZ</u> , of <u>TRAVIS</u> County, Texas, being a candidate for the office of <u>CITY COUNCIL DISTRICT 3</u> 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 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 am aware that I must disclose any prior felony conviction, and if so convicted, must provide proof that I have been pardoned or otherwise released from the resulting disabilities of any such final felony conviction. I am aware that knowingly providing false information on the application regarding my possible felony conviction status constitutes a Class B misdemeanor. I further swear that the foregoing statements included in my application are in all things true and correct."					
X  SIGNATURE OF CANDIDATE					
Sworn to and subscribed before me this <u>22</u> day of <u>August</u> , <u>2022</u> , by <u>Jose Velasquez</u> . (day) (month) (year) (name of candidate)					
 Signature of Officer Authorized to Administer Oath				 Notarial or Official Seal	
Title of Officer Authorized to Administer Oath					
TO BE COMPLETED BY FILING OFFICER: THIS APPLICATION IS ACCOMPANIED BY THE REQUIRED FILING FEE (If Applicable) PAID BY: <input type="checkbox"/> CASH <input checked="" type="checkbox"/> CHECK <input type="checkbox"/> MONEY ORDER <input type="checkbox"/> CASHIERS CHECK OR <input type="checkbox"/> PETITION IN LIEU OF A FILING FEE.					
This document and \$ <u>500</u> filing fee or a nominating petition of <u>0</u> pages received. <input checked="" type="checkbox"/> Voter Registration Status Verified					
<u>8/22/22</u> Date Received		<u>8/22/22</u> Date Accepted		(See Section 1.007)  Signature of Filing Officer or Designee	

CANDIDATE CONTRACT

This Austin Fair Campaign Contract, made (enter date of contract) 8/22/22 is
between the City of Austin, and (enter Candidate's name) JOSE VELASQUEZ,
a candidate for (enter the office sought by Candidate including place number if the office is City Council
Member) CITY COUNCIL DISTRICT 3

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)

José Velásquez

a candidate for the office of (enter the office sought by Candidate, including place number if the office is City

Council Member)

CITY COUNCIL DISTRICT 3

"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

Candidate: 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.

City of Austin: 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 three 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 three candidate forums in which the signing candidate must participate are arranged by the City's Ethics Review Commission and include the following:

- 1) A five-minute taped statement;
- 2) A written candidate questionnaire; and
- 3) The live forum moderated by the LWVAA, for the office for which the candidate is running.

If a candidate enters into a campaign contract with the City, not participating in any of the three candidate forums listed above constitutes a violation of Section 2-2-65(A) of City Code and will result in the candidate being deemed ineligible for funds.

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.

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

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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:

Jose Vargas

CANDIDATE NAME:

8/22/22

DATE

[Signature]

CITY MANAGER, or designee, for the City of Austin

8-22-22

DATE

Automated Certificate of eService

This automated certificate of service was created by the eFiling system. The filer served this document via email generated by the eFiling system on the date and to the persons listed below. The rules governing certificates of service have not changed. Filers must still provide a certificate of service that complies with all applicable rules.

Ryan Alter on behalf of Ryan Alter
Bar No. 24097299
ralter@jd15.law.harvard.edu
Envelope ID: 70343838
Status as of 11/21/2022 9:52 AM CST

Associated Case Party: RYAN ALTER

Name	BarNumber	Email	TimestampSubmitted	Status
Ryan Alter		ralter@jd15.law.harvard.edu	11/21/2022 8:44:58 AM	SENT

Associated Case Party: MYRNA RIOS AUSTIN CITY CLERK

Name	BarNumber	Email	TimestampSubmitted	Status
Myrna Rios		Myrna.Rios@austintexas.gov	11/21/2022 8:44:58 AM	SENT

Associated Case Party: CITY OF AUSTIN

Name	BarNumber	Email	TimestampSubmitted	Status
Anne Morgan		anne.morgan@austintexas.gov	11/21/2022 8:44:58 AM	SENT