AW2-15, 7/2011 Prescribed by Secretary of State Sections 141.031, 143.004, 143.006, Texas Election Code

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

7

# AUSTIN CITY CLERK RECEIVED

2014 AUG 18 AM 10 24

here and now duly sworn, upon oath says: "I, (name) LOUIS C. HEREIN THE of <u>TRAVIS</u> County, Texas, being a candidate for the office of <u>Circumental District 4</u> , of <u>TRAVIS</u> , swear that I will support and defend the Constitution and laws of the United States and odithe 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." Sworn to and subscribed before me at TCEQ, this the <u>ISH</u> day of <u>Output 2014</u> Signature of Officer administering oath <sup>2</sup> To be COMPLETED BY CITY SECRETARY:	APPLICATIO	TIN GENERAL ELECTION BALLOT							
OPFICE SOUGHT Include any place number or other distinguishing number, if any.     INDICATE TERM     AUSTIN CHY COUNCIL DISTRICT 4     FULL NAME (First, Midd) Lasy     PRINT NAME AS YOU WANT IT TO APPEAR ON THE DALLOT     LOUIS CLARENCE HERRIN, TIL     PRINT NAME AS YOU WANT IT TO APPEAR ON THE DALLOT     LOUIS CLARENCE HERRIN, TIL     PRINT NAME AS YOU WANT IT TO APPEAR ON THE DALLOT     LOUIS C. HERRIN, TIL     PRINT NAME AS YOU WANT IT TO APPEAR ON THE DALLOT     LOUIS C. HERRIN, TIL     PRINT NAME AS YOU WANT IT TO APPEAR ON THE DALLOT     LOUIS C. HERRIN, TIL     PRINT NAME AS YOU WANT IT TO APPEAR ON THE DALLOT     LOUIS C. HERRIN, TIL     POINT MAME AS YOU WANT IT TO APPEAR ON THE DALLOT     LOUIS C. HERRIN, TIL     POINT MALENCE ADDRESS (Street address and apartment mamber, if non; disather Dallot P.O.     OCCUPATION (Do not leave blank)     OCCUPATION (Do not leave blank)     LOUIS C. HERRIN, TIL     VOIER REGISTRATION VUID NUMBER     CLATE TEXA     OCCUPATION (Do not lea	TO: City Secretary								
AUSTIN CHYCOUNCL DISTRICT 4   FULL DUREPIRED     FULL NAME (First, Middel, Las)   PRINT NAME AS YOU WANT IT TO APPEAR ON THE BALLOT     LOUIS CLARENCE HERRIN, ZIL   LOUIS C. HERRIN, TIL     PERMANENT RESIDENCE ADDRESS (Street address and aparment number. If none, destribe location of residence. Do not include P.O. Box or Rual R1)   MALLING ADDRESS (If different from residence address)     Box or Rual R1)   IOA3 WISTERIAL TRL.   CITY   STATE   ZIP     CHANTIN DEPENDENT IN DEPENDENT IN DO NOT leave blank)   OCCUPATION (Do not leave blank)   DATE OF BIRTH   VOTER REGISTRATION VUID NUMBER (If applicable)     LCH TIL @ Stic.NET   Civi   ENGINEER   DATE OF BIRTH   VOTER REGISTRATION VUID NUMBER (If applicable)     DEFICE:   512   Q37<4552	I request that my name	be placed on the above	-named official ballot	as a candi	date for the offi	ce indicated	below.		
LOUIS CLARENCE HERRIN, JIL   LOUIS C. HERRIN, JIL     PERMANENT RESIDENCE ADDRESS (Stree address and apartment number. If none, describe location of residence. Do not include P.O. Box or Rural RL)   MAILING ADDRESS (If different from residence address)     INDEXTIN   STATE   ZIP     Austria   TEXAS   78753     EMAIL ADDRESS (Optional)   OCCUPATION (Do not leave blank) LCHTIC 5tic.NET   DATE OF BIRTH (Joy 1 ENGINEER)   VOTER REGISTRATION VUID NUMBER (di applicable)     ELEPTIONE NUMBER (Include are rode) (Optional)   OCCUPATION (Do not leave blank) (D / 15//195)   DATE OF BIRTH (J / 15//195)   VOTER REGISTRATION VUID NUMBER (di applicable)     FLEPTIONE NUMBER (Include are rode) (Optional)   DATE OF BIRTH (Signator of Optional)   IN STATE   IN OITY (S) / 15//195   IN DISTRICT OR PRECINCT (S) / 15//195     FILEPTIONE NUMBER (Include are rode) (Optional)   Length of Continuous Residence as of Date Application Sworn     OFFICE:   512   0.57   7.4897   S) / (S) / (	OFFICE SOUGHT Incl	g number,	if any.	IN	INDICATE TERM				
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PERMANENT RESIDENCE ADDRESS (Street address and apartment number. If none, describe location of residence. Do not include P.O. Boy or Rural R1).   MAILING ADDRESS (If different from residence address)     MAIL ADDRESS (If different from residence address)   Image: Comparison of the state of the									
number. If none, describe location of residence. Do not include P.O.     Bay or Rural RL)     IQ23 W) STERIAL TRL.     CITY   STATE     Austria   TETAS     78753     EMAIL ADDRESS (optional)     LCH TIL @ SHIL. NET   OCCUPATION (Do not leave blank)     DATE OF BIRTH   VOTER REGISTRATION VUID NUMBER     (if applicable)   II 398 & IL6490     ELEPHONE NUMBER (Include area code) (Optional)   Length of Continuous Residence as of Date Application Sworn     OFFICE:   512   237   455     HOME:   512   567   74899   IN STATE     SB yr(s)   33   yr(s)   24   yr(s)     J mos   J mos   mos   amos     If using a nickname as part of your name to appear on the ballot, you are also signing and swaring to the following statements: 1 further swar that my nickname for all last three years prior to this election.   yr(s)     Before me, the undersigned authority, on this day personally appeared (name)   of TRAY:   who being by me three and now duly sworn, upon oath says. "I, (name)     Courty, Texa, being a and close. State of Texas. 1 and a clicen of the United States all clice to this declore.   of TRAY:   Stonaturestriated or partially incapacitated without the right to vote. I a	LOUIS CLARENCE HERRIN, TIL				Louis C. HERRIN, TT				
Avstrix   TEXAS   78753     EMAIL ADDRESS (Optional)   OCCUPATION (Do not leave blank)   DATE OF BIRTH   VOTER REGISTRATION VUID NUMBER     LCH TIL @ 5tic.NET   Civil ENGINEER   10 /15/1755   11 3986/16490     ELEPHONE NUMBER (Include area code) (Optional)   Length of Continuous Residence as of Date Application Sworn     OFFICE:   512   237   455   2     HOME:   512   567   7489   IN STATE   IN CITY     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 inchanne for at least three years pirot to this election.     Before me, the undersigned authority, on this day personally appeared (name)   . of TRAY/S   . who being by me here and now duly sworn, upon oath says: "I, (name)   . OUS C. Here is a citizen of the United States eligible to hold such office under the Constitution and laws of the United States and other 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 family convicted of a clony torvicing probate jurisdiction to be toldly mentally incapacitated or partially mentally incapacitated without the right to vote. I an aware of the nepotism law, Chapter 573, Government Code.     If using a nickname does not office ardministering oath   SIGNATURE OF CANDIDATE     Signature of Officer administering oath <sup>2</sup> T	number. If none, desc Box or Rural Rt.)	ribe location of reside	nce. Do not include		AILING ADDF	RESS (If diffe	erent from reside	nce address)	
EMAIL ADDRESS (Optional)   OCCUPATION (Do not leave blank)   DATE OF BIRTH   VOTER REGISTRATION VUID NUMBER     LCHTIL @ Stic.NET   Civil ENGINEER   DATE OF BIRTH   VOTER REGISTRATION VUID NUMBER     ILCHTIL @ Stic.NET   Civil ENGINEER   D/JS/1955   113986/16400     TELEPHONE NUMBER (Include area code) (Optional)   Length of Continuous Residence as of Date Application Sworn     OFFICE: 5/2   J39 455 Z   IN STATE   IN OITY     HOME: SJ2   5/67 9489   Syr(s)   J mos   Z mos     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 not does it indicate a political, economic, social, or religious view or affiliation. I have not 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: "1, (name)   JOUSC L HERRICH THE UNICE States eligible to hold such office under the Constitution and laws of the United States and odine State of Texas. I am a citizen of the United States eligible to hold such office under the Constitution and laws of the united State of Texas. I am a citizen of the united State of the motion of a court exercising probule jurisdicting to be here there into the United States eligible to hold such office under the Constitution and laws of the united State of Texas. I am a citizen of the unot been gravindictin to be totally mentally incapacitated or parti	~			CI	ТҮ	STA	ГЕ	ZIP	
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IELEPHONE NUMBER (Include area code) (Optional)   Length of Continuous Residence as of Date Application Sworn     OFFICE:   512   239   455   2     HOME:   512   567   9489   IN STATE   IN CITY   IN DISTRICT OR PRECINCT     Swear that my nickname as part of your name to appear on the ballot, you are also signing and swearing to the following statements: I further   33   yr(s)   24   yr(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 solagon 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)   of   TRAY/S     Contry, Texas, being a candidate for the office of   Charles State of Texas, 1 am a citizen of the United States eligible to hold such office under the Constitution and laws of the united States and odlike State of Texas, 1 am a citizen of the united States eligible to hold such office under the constitute a solution. I have not been determined by a final judgment of a court exercising probate jurisdiction to be totally mentally incapacitated without the right to vote. I and 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."   SteAL HARRIET C DIXOM <td>Гсн шез.</td> <td>Civer Civ</td> <td>; ENGINEE</td> <td>:<b>た</b></td> <td>10/15/</td> <td></td> <td></td> <td>40</td>	Гсн шез.	Civer Civ	; ENGINEE	: <b>た</b>	10/15/			40	
HOME:   512   567   9489   58   yr(s)   33   yr(s)   24   yr(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 nor does't 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) there and now duly sworn, upon oath says: "I, (name) LOUIS C. HEREIT T., of TRAYLE   Of TRAYLE     County, Texas, being a candidate for the office of CHACOUNCI District 4   , of TRAYLE   Swear that I will support and defend the Constitution and laws of the United States and oble State of Texas. I am a clitzen of the United States eligible to hold such office under the Constitution and laws of the United States and oble State of Texas. I am a clitzen of the united States eligible to hold such office under the Constitution and laws of the United States and oble State of Texas. I am a clitzen of the united States eligible to hold such office under the Constitution and laws of the United States and oble State of Texas. I am a clitzen 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."   SEAL     Marce Construct   Marce Construct   Marce Construct     Marce Construct   Marce Construct   SEAL     Hathalliter of Officer administering oath <sup>2</sup>	<b>FELEPHONE NUMBE</b>	R (Include area code)	(Optional)	L					
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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) LOUIS C. HEREIN THE, of TRAYLS     County, Texas, being a candidate for the office of			•						
here and now duly sworn, upon oath says: "I, (name) LOUIS C. HERRIN THE, of TRAYLE County, Texas, being a candidate for the office of CHEQUICID District 4, swear that I will support and defend the Constitution and laws of the United States and on 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." Sworn to and subscribed before me at TCEQ, this the	swear that my nickn	name does not constitu	te a slogan nor does it	indicate a	political, econ				
Signature of Officer administering oath <sup>2</sup> TO BE COMPLETED BY CITY SECRETARY:	here and now duly sw County, Texas, being a defend the Constitution the Constitution and law citizenship restored by	orn, upon oath says: candidate for the offic and laws of the United ws of this state. I hav other official action.	"I, (name) <u>Loui</u> te of <u>(') Cou</u> d States and othe Sta e not been finally cor have not been determ	<u>s C. H</u> te of Texa victed of nined by a	s. I am a citizer final judgment	+ n of the Unite nich I have n l of a court e	, swe ed States eligible ot been pardoned xercising probate	ear that I will support and to hold such office under d or had my full rights of e jurisdiction to be totally	
Sworn to and subscribed before me at TCEQ, this the <u>18th</u> day of <u>Quagest</u> 2014 <u>Jarriet C. Divon</u> Signature of Officer administering oath <sup>2</sup> TO BE COMPLETED BY CITY SECRETARY:	I further swear that the f	foregoing statements in	cluded in my applicat	ion are in a	all things true a	nd correct."			
Sworn to and subscribed before me at TCEQ, this the <u>18th</u> day of <u>Quant</u> 2014 Jarriet C. Diven Signature of Officer administering oath <sup>2</sup> TO BE COMPLETED BY CITY SECRETARY:					X SIGNAT	URE OF CA		The	
Jarriet C Diyon   Signature of Officer administering oath <sup>2</sup> Signature of Officer administering oath <sup>2</sup> Title of Officer administering oath     TO BE COMPLETED BY CITY SECRETARY:   June 14, 2018	Sworn to and subscribed	before me at TCI	FQ, this the	•/	ISH.	$\bigcirc$	queta	2014	
	Jarriet ( Signature of Officer adm	2 - Diton ninistering oath <sup>2</sup>		<b>No</b> Title of O	Hary Officer administr	ering oath		HARRIET C DIXON My Commission Expires	
	J						VATION IN T		
(see section 1.007)	TO BE COMPLETED I (See Section 1.007)	BY CITY SECRETAR	Y:		8 18	2014	D	1 the	

## CANDIDATE CONTRACT

This Austin Fair Campaign Contract, made (enter date of contract) 8/18/2014, is
between the City of Austin, and (enter Candidate's name) Louis CHERRIN
a candidate for (enter the office sought by Candidate including place number if the office is City Council
Member) Distract 4

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) Louis C HERRIN M, a candidate for the office of (enter the office sought by Candidate, including place number if the office is City Council Member)\_\_\_\_\_\_

"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 1

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:

- 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

#### <u>Term</u>

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:

anst ens.

\$118/2014

DATE

8/18/14

CITY MANAGER, or designee, for the City of Austin

DATE