2-21
Prescribed by Secretary of State
Section 141.031, Chapters 143 and 144, Texas Election Code
1/2017

ALL INFORMATION IS REQUIRED TO BE PROVIDED UNLESS INDICATED OPTIONAL

APPLICATION FOR A PLACE ON THE City of Austin Council **GENERAL ELECTION BALLOT**

TO: City Secretary/Secretary of Board

UCC RECEIVED AT
AUG 20 '18 AM 11:54

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.)	INDICATE TERM
MAYOR of the City OF Austin	☑ FULL ☐ UNEXPIRED

FULL NAME (First, Middle, Last)	PRINT NAME AS YOU WANT IT TO APPEAR ON THE BALLOT[1]
Gustavo (Gus) Peña	Gustavo (Gus) Peña

PERMANENT RESIDENCE ADDRESS (Do not include a P.O. Box or Rural Route. If you do not have a residence address, describe the address at which you receive personal mail and location of residence.)	PUBLIC MAILING ADDRESS (Campaign mailing address, if available.)
5110 Weidemar Ln. # A Austin, TX. 78745	5110 Weidemar Ln Apt A Austin TX. 78745

CITY	STATE	ZIP	CITY	STATE	ZIP
Austin	TX	78745	Austin	TX	78745

PUBLIC EMAIL ADDRESS (If available)	OCCUPATION (Do not leave blank)	DATE OF BIRTH	VOTER REGISTRATION VUID NUMBER (Optional)[2]
N/A	Retired	6/8/53	1140645031

TELEPHONE CONTACT INFORMATION (Optional)	LENGTH OF CONTINUOUS RESIDENCE AS OF DATE APPLICATION SWORN	
	IN STATE	IN TERRITORY FROM WHICH THE OFFICE SOUGHT IS ELECTED[3]
Home:		
Work:	65 year (s)	65 year (s)
Cell: (512) 318-7687	2 month(s)	2 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 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) Gustavo Pena, who being by me here and now duly sworn, upon oath says:

"I, (name) Gustavo Pena, of Travis County, Texas, being a candidate for the office of Mayor, swear that I will support and defend the Constitution and laws of the United States and of the State of Texas. I am a citizen of the United States eligible to hold such office under the constitution and laws of this state. I have not been finally convicted of a felony for which I have not been pardoned or had my full rights of citizenship restored by other official action. I have not been determined by a final judgment of a court exercising probate jurisdiction to be totally mentally incapacitated or partially mentally incapacitated without the right to vote. I am aware of the nepotism law, Chapter 573, Government Code.

I further swear that the foregoing statements included in my application are in all things true and correct."

X Gustavo (Gus) Peña
SIGNATURE OF CANDIDATE

Sworn to and subscribed before me at 11:55 AM, this the 20th day of August, 2018.

Signature of Officer Administering Oath[4]

Notary
Title of Officer Administering Oath

SEAL
FRANCES AGUILAR REPKA
My Notary ID # 11133515
Expires August 30, 2020

TO BE COMPLETED BY CITY SECRETARY OR SECRETARY OF BOARD:
(See Section 1.007)

8/20/2018
Date Received

Frances Aguilar
Signature of Secretary

Voter Registration Status Verified ☐

INSTRUCTIONS

An application to have the name of a candidate placed on the ballot for any general election may not be filed earlier than 30 days before the deadline prescribed by this code for filing the application. An application filed before that day is void. All fields must be completed unless specifically marked optional.

The general election filing deadline is 5:00 p.m. 78 days prior to election day for any uniform election date.

If you have questions about the application, please contact the Secretary of State's Elections Division at 800-252-8683.

NEPOTISM LAW

The candidate must sign this statement indicating his awareness of the nepotism law. The nepotism prohibitions of chapter 573, Government Code, are summarized below:

No officer may appoint, or vote for or confirm the appointment or employment of any person related within the second degree by affinity (marriage) or the third degree by consanguinity (blood) to himself, or to any other member of the governing body or court on which he serves when the compensation of that person is to be paid out of public funds or fees of office. However, nothing in the law prevents the appointment, voting for, or confirmation of anyone who has been continuously employed in the office or employment for the following period prior to the election or appointment of the officer or member related to the employee in the prohibited degree: six months, if the officer or member is elected at the general election for state and county officers.

No candidate may take action to influence an employee of the office to which the candidate is seeking election or an employee or officer of the governmental body to which the candidate is seeking election regarding the appointment or employment of a person related to the candidate in a prohibited degree as noted above. This prohibition does not apply to a candidate's actions with respect to a bona fide class or category of employees or prospective employees.

Examples of relatives within the third degree of consanguinity are as follows:
(1) First degree: parent, child;
(2) Second degree: brother, sister, grandparent, grandchild;
(3) Third degree: great-grandparent, great-grandchild, uncle, aunt, nephew, niece.

These include relatives by blood, half-blood, and legal adoption. Examples of relatives within the second degree of affinity are as follows:
(1) First degree: spouse, spouse's parent, son-in-law, daughter-in-law;
(2) Second degree: brother's spouse, sister's spouse, spouse's brother, spouse's sister, spouse's grandparent.

Persons related by affinity (marriage) include spouses of relatives by consanguinity, and, if married, the spouse and the spouse's relatives by consanguinity. These examples are not all inclusive.

FOOTNOTES

[1]For rules concerning the form of a candidate's name or nickname on the ballot, see Subchapter B, Chapter 52 of the Texas Election Code.

[2]Inclusion of a candidate's VUID is optional. However, many candidates are required to be registered voters in the territory from which the office is elected at the time of the filing deadline. Please visit the Elections Division of the Secretary of State's website for additional information. http://www.sos.state.tx.us/elections/laws/hb484-faq.shtml

[3]This refers to the length of residence inside the district or territory from which the office is elected. For example, length of residence in a school district, for a school trustee office elected at large. This field **MUST BE COMPLETED.**

[4]All oaths, affidavits, or affirmations made within this State may be administered and a certificate of the fact given by a judge, clerk, or commissioner of any court of record, a notary public, a justice of the peace, city secretary (for a city office), and the Secretary of State of Texas.

OCC RECEIVED AT
AUG 20 '18 AM 11:49

CANDIDATE CONTRACT

This Austin Fair Campaign Contract, made (enter date of contract) 8/20/18, is between the City of Austin, and (enter Candidate's name) Gustavo (Gus) Peña, a candidate for (enter the office sought by Candidate including place number if the office is City Council Member) MAYOR of Austin TX.

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) Gustavo (Gus) Peña, a candidate for the office of (enter the office sought by Candidate, including place number if the office is City Council Member) MAYOR.

"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 the series of candidate forums provided by section 2-2-65 of the City Code, and will be liable for liquidated damages and enforcement sanctions as provided below.

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

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

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

SECTION VI

Term

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

Termination

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

SECTION VII

Liquidated Damages

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

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

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

SECTION VIII

Other Enforcement and Sanctions

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

Enforcement

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

SECTION IX.

Severability of Provisions

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

SECTION X.

Assignment Prohibited

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

SECTION XI.

Entire Agreement

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

EXECUTED AND EFFECTIVE as of the date first written above.

SIGNED AND DATED:

Gustavo (Gus) Peña 8/20/18

CANDIDATE NAME: DATE

[signature] 8/20/18

CITY MANAGER, or designee, for the City of Austin DATE