



**BALCONES HEIGHTS  
ECONOMIC DEVELOPMENT CORPORATION**

Regular Meeting  
Agenda

January 19, 2022 at 5:30 p.m.  
Balcones Heights Justice Center – City Council Chamber  
3300 Hillcrest Drive, Balcones Heights, TX 78201

**Corporation Board of Directors**

Scott Rausch, Director/Chair  
Suzanne de Leon, Director  
Miguel Valverde, Director  
Madeline Slay, Director

Melissa Aguillon, Director/Vice Chair  
Gloria Cantu, Director  
Stephen Lara, Director

**NOTICE IS HEREBY GIVEN THAT THE ABOVE CALLED SPECIAL MEETING OF THE ECONOMIC DEVELOPMENT CORPORATION, TYPE B TO CONSIDER AND ACT UPON ANY LAWFUL SUBJECT WHICH MAY COME BEFORE SAID MEETING, INCLUDING, AMONG OTHERS, THE FOLLOWING ITEMS TO BE DISCUSSED AND ACTED UPON**

**CALL TO ORDER AND RECORDING OF QUORUM:**

**PUBLIC COMMENT PERIOD:**

At this time persons who have submitted comments in writing prior to the meeting will have those comments read aloud and entered into the record. During the Citizens to be Heard section, no council discussion and/or action may take place except to place it on a future agenda so that it may be considered.

**CORPORATION BUSINESS ITEMS:**

1. Review and approval of the minutes for the meeting held on December 15, 2021.
2. Presentation: Wonderland of the Americas Managing Partner Sid Weiss will present the property's new branding video. (Weiss/Nastasi)
3. Presentation: Sid Weiss will explain various dynamics of leasing space in Wonderland of the Americas.

**EXECUTIVE SESSION:**

4. *Sec. 551.072. DELIBERATION REGARDING REAL PROPERTY; CLOSED MEETING.  
A governmental body may conduct a closed meeting to deliberate the purchase, exchange, lease, or value of real property.*

**RECONVENE IN OPEN SESSION:**

5. Board Members may act on item discussed in Executive Session.

**CONT. of CORPORATION BUSINESS ITEMS:**

6. Discussion and **POSSIBLE ACTION** regarding a new agreement with Clay Binford, MPH Legal. (Nastasi)
7. Finance Report (Messick)
8. Update on the City-owned 203 Altgelt Ave. property (Harris)
9. Discussion and **POSSIBLE ACTION** regarding next steps relative to the Wonderland of the Americas' B-61 EDC lease and the future City use of the space. (Harris/Nastasi)
10. Discussion and **POSSIBLE ACTION** regarding the designation of one City official as contact person for ongoing operational issues; and protocols for funneling questions and/or concerns. (Harris/Nastasi)
11. Discussion and **POSSIBLE ACTION** regarding the potential rebranding of Wonderland of the Americas, in tandem with the rebranding of the City and application of the City's new logo. (Nastasi)
12. Suggestions for future agenda items
13. Announcements
14. Adjournment

**Balcones Heights Economic Development Corporation, Type B**

**DELIA R. SANCHEZ**  
**City Secretary**

**Any disruptive behavior, including shouting or derogatory statements or comments may be ruled out of order by the Presiding Officer. Continuation of this type of behavior could result in a request by the Presiding Officer that the individual be dropped or muted from the call.**

The Board of Directors of the Balcones Heights Economic Development Corporation, Type B reserves the right to adjourn into **executive session** at any time to discuss any of the matters listed above, as authorized by Texas Government Code § 551.071 (Consultation with Attorney), § 551.072 (Deliberation regarding Real Property and § 551.086 (Economic Development)

I, the undersigned authority, do hereby certify that this Notice of Meeting was posted on the bulletin board, at the Justice Center / City Hall of Balcones Heights, Texas, in a place convenient and readily accessible to the public at all times, and said Notice was posted on the following date and time: January 14, 2022 at 5:00 P.M. and remained so posted continuously for at least 72 hours preceding the scheduled time of said Meeting.



**BALCONES HEIGHTS ECONOMIC DEVELOPMENT CORPORATION, TYPE B  
REGULAR MEETING  
Minutes  
3300 Hillcrest Drive  
Balcones Heights, TX 78201**

DATE: December 15, 2021

TIME: 5:33 p.m.

Members Present: Scott Rausch Suzanne de Leon Gloria Cantu  
Miguel Valverde Madeline Slay

Members Absent: Stephen Lara Melissa Aguillon

Sign In Sheet: Oscar Montemayor

**CALL TO ORDER AND RECORDING OF QUORUM PUBLIC COMMENT PERIOD:**

Meeting was called to order and quorum was present.

**CORPORATION BUSINESS ITEMS:**

Item #1 was addressed after Item #6

1. Review and approval of the minutes for meeting held on November 15, 2021.

MOTION: Motion to approve minutes of November 15, 2021.

Motion by: Suzanne de Leon Second : Gloria Cantu 5/0/0 PASSED

2. Recap of Agreements, Leases, etc., and POSSIBLE ACTION relating to partnership agreement and purchase. (Clay Binford)

Attorney Clay Binford came up and gave a recap of the loan and partnership effective on November 23, 2021 and challenges ahead.

3. Discussion and POSSIBLE ACTION regarding the future services of Clay Binford, MPH Legal (Harris/Nastasi)

There was discussion on the future of Clay Binford's services to the city.

MOTION: Motion to request for a letter of engagement to be submitted.

Motion by: Suzanne de Leon      Second: Miguel Valverde      5/0/0      PASSED

4. Recap of financial processes, loan payments, revenue deposits, etc., and POSSIBLE ACTION relating to such. (Victor Quiroga, Floyd Messick)

Victor Quiroga, Managing Director at Specialized Public Finance Inc. came up and gave a power point presentation on the following topics:

- Overview of Financing
- Financing Team
- Loan Proceeds
- Flow of funds and required accounts
- Security Pledge
- Summary repayment schedule
- Final Term Sheet

5. Finance Status Report (Floyd Messick)

Report will be given at a later meeting.

Item #6 was addressed before Item #1

6. Discussion and POSSIBLE ACTION regarding a requested extension of the temporary lease of B-61 to University Health. (David Harris, Oscar Montemayor)

Oscar Montemayor, Director of Leasing at Wonderland of the Americas briefed the EDC Board on this item.

There was a consensus of the board to allow University Health to continue leasing space B-61 at the Wonderland of the Americas through July 2022.

7. Discussion and POSSIBLE ACTION regarding Next Steps relating to the City's lease of B-61 in Wonderland of the Americas. (Harris, Nastasi)

Next steps will be the timelines and process of what city functions will be moving to the B-61 space.

8. Presentation and Discussion about the TML Economic Development workshop in November, attended by EDC Board Member Gloria Cantu and City Councilmember Juan Lecea, Jr.

Board Member Cantu went over some of the topics that interested her at the TML Workshop she attended.

9. Update on the purchase of the property located at 203 Altgelt Avenue. (David/Thelen)

Update was given on the purchase and future of 203 Altgelt Avenue.

10. Discussion of next steps relating to the potential rebranding of Wonderland of the Americas, in tandem with the rebranding of the city and application of the City's new logo. (Lorenzo Nastasi)

Discussion on how to approach going forward with the branding of the city.

11. Announcements

There were no announcements.

12. Adjourn

Meeting was adjourned at 6:38 p.m.

**Balcones Heights Economic Development Corporation, Type B**

Submitted by:

Delia R. Sanchez  
City Secretary



January 13, 2022

**RE: Balcones Heights EDC Board Meeting – January 19, 2022**

**Agenda Items: Background Brief**

**TO:** EDC Board, David Harris, Delia Sanchez, Floyd Messick, Octavio Valdez

**FM:** Lorenzo Nastasi, Executive Director, EDC

**Agenda Item 2: Wonderland of the Americas (WOTA) New Branding Video:**

Managing Partner Sid Weiss will present the property's new branding presentation. Last month Mr. Weiss invited me to join him, WOTA Marketing Director Victoria Hernandez, and Alejandro Maya, WOTA's consultant, to offer suggestions on the presentation. While the intention was to present the branding piece during the December EDC Board meeting, it was clear my suggested revisions would require additional time. At the time of this Board briefing, I have not yet reviewed the new version.

**Agenda Item 3: WOTA Leasing Dynamics:**

Managing Partner Sid Weiss will present a brief overview of the various and often unique challenges to leasing WOTA space to prospective tenants. As was emphasized during last year's community meetings about the potential City purchase of a WOTA ownership stake, WOTA has a highly qualified and generously incentivized professional leasing staff.

**Agenda Item 4 - 5: Executive Session:**

Mr. Weiss will present an update on pending tenant lease negotiations.  
No anticipated Board action.

**Agenda Item 6: A proposed new Engagement Agreement with Clay Binford, (McCall, Parkhouse & Horton, LLC):**

At the December meeting it was agreed that the Board was interested in engaging Mr. Binford and his firm through a new agreement. A new agreement would allow Mr. Binford to continue to guide the Board in navigating the various elements of the EDC's ownership stake in WOTA. These elements may include, but are not limited to the EDC's sublease to the City of Balcones Heights, ongoing aspects of the financing agreement with Truist Bank, etc.

Significant points of the Engagement Letter Draft:

- It is for a period of six months, **January 1, 2022 – June 30, 2022.**
- At any time the EDC may terminate, with or without cause, the Representation agreement.
- The cost of Representation under this agreement is **\$3,000 monthly.**
- It will include an "evergreen clause" to automatically renew unless terminated. The draft engagement letter does not include the evergreen clause, but it will be revised.

Considering that Mr. Binford's hourly rate is in the range of \$800, the monthly fee is a value.

**Staff Recommendation: Approval**

**Agenda Item 7: Finance Report**

Wonderland partners have solicited bids on an audit of financial statements for the year ending December 31, 2021.



### **Agenda Item 9: City's B-61 Space in WOTA:**

Truist Bank has indicated that it has no specific deadline for the City to occupy B-61 with "essential City services." However, the use of the space for specific City services is in fact a covenant of the Truist financing. As for the prospect of subleasing space, Truist has indicated in discussions that it did not underwrite the loan for an "income producing property." Any consideration and proposal to sublease any B-61 space could trigger a review of the loan terms and the prospect of an entirely new underwriting approach.

As for the City's use of the B-61 space, a plan must be initiated to determine what "essential services" shall be considered for a move from the Justice Center, and a subsequent plan for design and finish out, and ultimately the move of such services, along with a proposed time-line to accomplish these objectives. Truist wants evidence of a good-faith plan and time-line, of course subject to change as the process evolves.

Discussion can include the prospect of creating a task force to develop a plan vs. the EDC Board developing a plan. If a Task Force, the question of the specific charge of the Task Force, and criteria for Task Force appointees.

### **Agenda Item 10: WOTA Contact Person:**

The Executive Director of the EDC is the de facto designated WOTA partnership contact person for ongoing operational and other issues. It is important that this protocol be followed to prevent confusion and redundancy. It is also important to remember that there is a line of separation between the City's role as an investor in the property, and its role as advocate for individual WOTA tenants.

### **Agenda Item 11: Potential Rebranding of the City in tandem with potential rebranding of WOTA:**

The City previously engaged in the detailed process of creating a new City logo and tag lines. The forerunner of the EDC, the City's Economic Development Committee, agreed to postpone any implementation of the new logo and collateral until the Wonderland purchase process played out.

Suggested discussion topics:

1. As a significant partner in the property, is the EDC convinced Wonderland's current branding is the best option for its evolution as a dynamic mixed-use center, especially in light of prospective new development on the property, i.e., mixed-use, transit-oriented development.
2. To what degree should WOTA branding be aligned with City branding? WOTA is the largest property in the City, and is the City's most visible "landmark." As such it is, in essence, the poster child for the entire City. WOTA's image is key to the City's image.

January 19, 2022

Mr. Lorenzo Nastasi  
Executive Director  
Balcones Heights Economic Development Corporation  
Balcones Heights, Texas 78201

Re: Engagement – Special Counsel Services to the Balcones Heights Economic Development Corporation

Dear Mr. Nastasi:

This letter confirms that McCall, Parkhurst & Horton L.L.P. will represent the Balcones Heights Economic Development Corporation (the *Corporation*) in connection with advising the Corporation on various matters involving its ownership in Crossroads Mall Partners Ltd (the *Partnership*). Representative services provided to the Corporation regarding the foregoing are herein referred to as the *Representation*; the substance of such Representation is herein referred to as the *Matter*. Specific aspects of any Matter resultant from the Representation shall be based on specific requests and direction from the Corporation to us.

### Terms of Engagement

Our engagement with respect to the Matter shall commence upon the date of your execution of this letter, the terms of which shall govern the terms of the Representation. It is understood and agreed that our engagement is limited to the Representation. We are not being retained as general counsel to the Corporation. Our acceptance of this engagement does not imply any undertaking to provide legal services other than those set forth in this letter or to provide legal advice after the completion of the Representation.

### The Scope of the Representation

As lawyers, we undertake to provide representation and advice on the legal matters for which we are engaged. It is important for our clients to have a clear understanding of the legal services that we have agreed to provide. Thus, if there are any questions about the scope of the Representation, the Corporation should raise those questions promptly, so that we may resolve them at the outset of the Representation.

Any expressions on our part concerning the outcome of the Representation, or any other legal matters, are based on our professional judgment and are not guarantees. Such expressions, even when described as opinions, are necessarily limited by our knowledge of the facts and are based on our views of the state of the law at the time they are expressed.

Upon accepting this engagement to represent the Corporation, McCall, Parkhurst & Horton L.L.P. agrees to do the following: (1) provide legal counsel in accordance with these terms of engagement and in reliance upon information and guidance provided by the Corporation, its employees and officials, and its affiliates; and (2) keep the Corporation and its designated representative reasonably informed about the status and progress of the Representation.

To enable us to provide effective representation, the Corporation will need to do the following: (1) disclose to us, fully and accurately and on a timely basis, all facts and documents that are or might be material or that we may request, (2) keep us apprised on a timely basis of all developments relating to the Representation that are or might be material, (3) attend meetings, conferences, and other proceedings when it is reasonable to do so, and (4) otherwise cooperate fully with us.

Under this letter, the person or entities that we represent are the ones herein identified and our attorney-client relationship does not include any related persons or entities. For example, if a corporation, partnership, or other organization is herein identified as our client, we do not represent any related parent companies, subsidiaries, affiliates, employees, officers, directors, shareholders, partners, members, commonly owned corporations or partnerships, or other such persons, entities, or affiliates, whether becoming such by virtue of merger, dissolution, acquisition, or any other means. Accordingly, it is understood that we may represent another client with interests adverse to any such affiliated or related persons or entities without first obtaining the Corporation's consent. It is further agreed that the attorney-client relationship terminates upon our completion of the services for which we have been retained in the Representation.

### **Our Legal Fees and Other Charges**

For the Representation, lasting for an initial period of six months, our Firm shall be paid a monthly fee of \$3,000. This monthly fee shall cover the costs of legal advice pertaining to the Matter that is general and routinely occurring as a result of the Corporation's having an ownership interest in the Partnership. Representative services agreed by you and me to constitute extraordinary actions or special projects shall be subject to future negotiation of an agreed-upon scope and fee schedule for such additional legal services. At the conclusion of the sixth month following the Corporation's acceptance of this letter, you and I shall determine if the arrangement described herein shall conclude, be extended on the same or similar terms, or be renegotiated pursuant to the terms of a new engagement letter.

Because representative services have been provided to the Corporation to date, the initial monthly fee shall be payable upon the Corporation's acceptance of this letter and on the first day of each month thereafter. The initial six-month period described in the prior paragraph shall conclude on June 30, 2022.

### **Conflicts of Interest**

Before accepting the Representation, we have undertaken reasonable and customary efforts to determine whether there are any potential conflicts of interest that would bar our firm from representing the Corporation in the Matter. Based on the information available to us to date, we are not aware of any potential disqualification. We reviewed that issue in accordance with the rules of professional responsibility adopted in Texas.

Our law firm represents many political subdivisions and financial institutions. In some instances, the applicable rules of professional conduct may limit our ability to represent clients with conflicting or potentially conflicting interests. Those rules of conduct often allow us to exercise our independent judgment in determining whether our relationship with one client prevents us from representing another. In other situations, we may be permitted to represent a client only if the other clients consent to that representation.

It is understood and agreed that we may represent current or future clients (including any parties adverse to the Corporation) in any matters that are not substantially related to the Matter, even if the interests of such clients in the other matters are directly adverse to the Corporation, except for matters that involve actual, potential or threatened litigation, arbitration, mediation, or similar matters.

## **Communications**

We have available Internet communication procedures that allow our attorneys to use e-mail for client communications in many instances. Accordingly, unless the Corporation specifically directs us otherwise, we may use unencrypted e-mail sent on the Internet to communicate with the Corporation and to send documents we have prepared or reviewed.

## **Disclaimer**

McCall, Parkhurst & Horton L.L.P. has made no promises or guarantees to the Corporation about the outcome of the Representation or the Matter, and nothing in these terms of engagement shall be construed as such a promise or guarantee.

## **Acceptance**

Following the Corporation's receipt of this letter, any acceptance by the Corporation of any legal services described herein performed by us (whether prior to or after such receipt) will constitute and will be deemed an acceptance of and consent to the terms and conditions set forth in this letter.

## **Termination**

At any time, the Corporation may, with or without cause, terminate the Representation by notifying us of the Corporation's intention to do so.

We are subject to the codes or rules of professional responsibility for the jurisdictions in which we practice. There are several types of conduct or circumstances that could result in our withdrawing from representing a client, including, for example, the following: non-payment of fees or charges; misrepresentation or failure to disclose material facts; fraudulent or criminal conduct; action contrary to our advice; and conflict of interest with another client. The right of McCall, Parkhurst & Horton L.L.P. to withdraw in such circumstances is in addition to any rights created by statute or recognized by the governing rules of professional conduct. Further, a failure by the Corporation to meet any obligations under these terms of engagement shall entitle us to terminate the Representation. We try to identify in advance and discuss with our clients any situation that may lead to our withdrawal.

Termination of the Representation will not affect the Corporation's obligation to pay for legal services rendered and expenses and charges incurred before termination, as well as additional services and charges incurred in connection with an orderly transition of the Matter. Further, in the event of termination of the Representation, the Corporation will take all steps necessary to release McCall, Parkhurst & Horton L.L.P. of any further obligations in the Representation or the Matter, including without limitation the execution of any documents necessary to effectuate our withdrawal from the Representation or the Matter.

## **Document Retention**

At the close of the Matter, we send our files in that matter to a storage facility for storage at our expense. The attorney closing the file determines how long we will maintain the files in storage. After that time, we will destroy the documents in the stored files.

At the conclusion of the Representation, we return to the client any documents that are specifically requested to be returned. As to any documents so returned, we may elect to keep a copy of the documents in our stored files.

**Standards of Professionalism and Attorney Complaint Information**

Since attorneys who are members of the State Bar of Texas will be involved in this Matter, please note the contents of the Texas Lawyer's Creed, a copy of which is attached. Please further note that the State Bar of Texas investigates and prosecutes complaints of professional misconduct against attorneys licensed in Texas. A brochure entitled Attorney Complaint Information is available at all of our Texas offices and is likewise available upon request. A client that has any questions about State Bar's disciplinary process should call the Office of the General Counsel of the State Bar of Texas at 1 800 932 1900 toll free.

**Governing Law**

This letter, our attorney-client relationship, our engagement as counsel and any disputes arising out of or relating to any of the foregoing or to our bills, fees and/or other charges shall be governed by and construed in accordance with the laws of the State of Texas (exclusive of its conflict of laws principles).

**Conclusion**

This letter constitutes the entire terms of the engagement of McCall, Parkhurst & Horton L.L.P. in the Representation. These written terms of engagement are not subject to any oral agreements or understandings, and they can be modified only by further written agreement signed by the Company and McCall, Parkhurst & Horton L.L.P. Unless expressly stated in these terms of engagement, no obligation or undertaking shall be implied on the part of the Corporation or McCall, Parkhurst & Horton L.L.P.

Please carefully review this letter. If acceptable, please sign and return the enclosed copy of this letter so that we may commence the Representation.

Very truly yours,

Clay Binford  
210-225-2819  
[cbinford@mphlegal.com](mailto:cbinford@mphlegal.com)

Balcones Heights Economic Development  
Corporation Agrees to and Accepts this Letter:

By: \_\_\_\_\_

Name: Lorenzo Nastasi

Title: Executive Director

## THE TEXAS LAWYER'S CREED — A MANDATE FOR PROFESSIONALISM

The Texas Supreme Court and the Texas Court of Criminal Appeals adopted this Creed, with the requirement that lawyers advise their clients of its contents when undertaking representation.

I am a lawyer; I am entrusted by the People of Texas to preserve and improve our legal system. I am licensed by the Supreme Court of Texas. I must therefore abide by the Texas Disciplinary Rules of Professional Conduct, but I know that Professionalism requires more than merely avoiding the violation of laws and rules. I am committed to this Creed for no other reason than it is right.

**I. OUR LEGAL SYSTEM.** A lawyer owes to the administration of justice, personal dignity, integrity, and independence. A lawyer should always adhere to the highest principles of professionalism. I am passionately proud of my profession. Therefore, "My word is my bond." I am responsible to assure that all persons have access to competent representation regardless of wealth or position in life. I commit myself to an adequate and effective pro bono program. I am obligated to educate my clients, the public, and other lawyers regarding the spirit and letter of this Creed. I will always be conscious of my duty to the judicial system.

**II. LAWYER TO CLIENT.** A lawyer owes to a client allegiance, learning, skill, and industry. A lawyer shall employ all appropriate means to protect and advance the client's legitimate rights, claims, and objectives. A lawyer shall not be deterred by any real or imagined fear of judicial disfavor or public unpopularity, nor be influenced by mere self-interest. I will advise my client of the contents of this Creed when undertaking representation. I will endeavor to achieve my client's lawful objectives in legal transactions and in litigation as quickly and economically as possible. I will be loyal and committed to my client's lawful objectives, but I will not permit that loyalty and commitment to interfere with my duty to provide objective and independent advice. I will advise my client that civility and courtesy are expected and are not a sign of weakness. I will advise my client of proper and expected behavior. I will treat adverse parties and witnesses with fairness and due consideration. A client has no right to demand that I abuse anyone or indulge in any offensive conduct. I will advise my client that we will not pursue conduct which is intended primarily to harass or drain the financial resources of the opposing party. I will advise my client that we will not pursue tactics which are intended primarily for delay. I will advise my client that we will not pursue any course of action which is without merit. I will advise my client that I reserve the right to determine whether to grant accommodations to opposing counsel in all matters that do not adversely affect my client's lawful objectives. A client has no right to instruct me to refuse reasonable requests made by other counsel. I will advise my client regarding the availability of mediation, arbitration, and other alternative methods of resolving and settling disputes.

**III. LAWYER TO LAWYER.** A lawyer owes to opposing counsel, in the conduct of legal transactions and the pursuit of litigation, courtesy, candor, cooperation, and scrupulous observance of all agreements and mutual understandings. Ill feelings between clients shall not influence a lawyer's conduct, attitude, or demeanor toward opposing counsel. A lawyer shall not engage in unprofessional conduct in retaliation against other unprofessional conduct. I will be courteous, civil, and prompt in oral and written communications. I will not quarrel over matters of form or style, but I will concentrate on matters of substance. I will identify for other counsel or parties all changes I have made in documents submitted for review. I will attempt to prepare documents which correctly reflect the agreement of the parties. I will not include provisions which have not been agreed upon or omit provisions which are necessary to reflect the agreement of the parties. I will notify opposing counsel, and, if appropriate, the Court or other persons, as soon as practicable, when hearings, depositions,

meetings, conferences or closings are canceled. I will agree to reasonable requests for extensions of time and for waiver of procedural formalities, provided legitimate objectives of my client will not be adversely affected. I will not serve motions or pleadings in any manner that unfairly limits another party's opportunity to respond. I will attempt to resolve by agreement my objections to matters contained in pleadings and discovery requests and responses. I can disagree without being disagreeable. I recognize that effective representation does not require antagonistic or obnoxious behavior. I will neither encourage nor knowingly permit my client or anyone under my control to do anything which would be unethical or improper if done by me. I will not, without good cause, attribute bad motives or unethical conduct to opposing counsel nor bring the profession into disrepute by unfounded accusations of impropriety. I will avoid disparaging personal remarks or acrimony towards opposing counsel, parties and witnesses. I will not be influenced by any ill feeling between clients. I will abstain from any allusion to personal peculiarities or idiosyncrasies of opposing counsel. I will not take advantage, by causing any default or dismissal to be rendered, when I know the identity of an opposing counsel, without first inquiring about that counsel's intention to proceed. I will promptly submit orders to the Court. I will deliver copies to opposing counsel before or contemporaneously with submission to the court. I will promptly approve the form of orders which accurately reflect the substance of the rulings of the Court. I will not attempt to gain an unfair advantage by sending the Court or its staff correspondence or copies of correspondence. I will not arbitrarily schedule a deposition, Court appearance, or hearing until a good faith effort has been made to schedule it by agreement. I will readily stipulate to undisputed facts in order to avoid needless costs or inconvenience for any party. I will refrain from excessive and abusive discovery. I will comply with all reasonable discovery requests. I will not resist discovery requests which are not objectionable. I will not make objections nor give instructions to a witness for the purpose of delaying or obstructing the discovery process. I will encourage witnesses to respond to all deposition questions which are reasonably understandable. I will neither encourage nor permit my witness to quibble about words where their meaning is reasonably clear. I will not seek Court intervention to obtain discovery which is clearly improper and not discoverable. I will not seek sanctions or disqualification unless it is necessary for protection of my client's lawful objectives or is fully justified by the circumstances.

**IV. LAWYER AND JUDGE.** Lawyers and judges owe each other respect, diligence, candor, punctuality, and protection against unjust and improper criticism and attack. Lawyers and judges are equally responsible to protect the dignity and independence of the Court and the profession. I will always recognize that the position of judge is the symbol of both the judicial system and administration of justice. I will refrain from conduct that degrades this symbol. I will conduct myself in court in a professional manner and demonstrate my respect for the Court and the law. I will treat counsel, opposing parties, witnesses, the Court, and members of the Court staff with courtesy and civility and will not manifest by words or conduct bias or prejudice based on race, color, national origin, religion, disability, age, sex, or sexual orientation. I will be punctual. I will not engage in any conduct which offends the dignity and decorum of proceedings. I will not knowingly misrepresent, mischaracterize, misquote or miscite facts or authorities to gain an advantage. I will respect the rulings of the Court. I will give the issues in controversy deliberate, impartial and studied analysis and consideration. I will be considerate of the time constraints and pressures imposed upon the Court, Court staff and counsel in efforts to administer justice and resolve disputes.