



PACIFIC CITY COUNCIL AGENDA
Council Chambers - City Hall. 100 3rd Ave. SE

August 21, 2017
Monday

Workshop
6:30 p.m.

- 1. CALL TO ORDER/PLEDGE OF ALLEGIANCE**
- 2. ROLL CALL OF COUNCIL MEMBERS**
- 3. ADDITIONS TO/APPROVAL OF AGENDA**
- 4. DISCUSSION ITEMS**
 - (2) **A. AB 17-090: Resolution No. 2017-452:** Authorizing the mayor to reject all bids for water meter replacement and automated meter reading project. (5 min)
(Jim Morgan)
 - (6) **B. AB 17-091: Resolution No. 2017-453:** Authorizing the mayor to execute a memorandum of agreement with Sound Generations for the provision of the Meals on Wheels program at the Pacific-Algona Senior Center or the client's home for the years 2017-2020. (5 min.)
(Richard Gould)
 - (13) **C. AB 17-092: Ordinance No. 2017-1963:** Re-enacting and ratifying Ordinance No. 1527 regarding stormwater services charges. (5 min.)
(Amy Stevenson-Ness)
- 5. ADJOURN**



Agenda Bill No. 17-090

TO: Mayor Guier and City Council Members
FROM: Public Works
MEETING DATE: August 28, 2017
SUBJECT: Water Meter Bid Rejection

ATTACHMENTS:

Resolution No. 2017-452
Bid Tabulation

Previous Council Review Date: N/A

Summary: The City of Pacific has proposed to replace the existing water meters with an automated meter reading system as a capital improvement project in its Water System Plan. The City prepared bid documents and solicited quotes from contractors through a solicitation in the paper of record, and received two quotes. There were numerous mathematical errors in the two proposals received, including inclusion of sales tax in unit prices, incorporation of transmitter units in meter pricing, incorrect calculated extended costs. The City failed to include the required prevailing wage rates to ensure proper wages are paid.

Staff proposes to revise the documents to clarify the disputed issues and rebid the project.

Recommended Action: Staff recommends Council approve Resolution No. 2017-452 rejecting all bids. The City can rebid the project incorporating all revisions to the contract documents to eliminate the confusion.

Motion for Consideration: "I move to" approve Resolution No. 2017-452 A RESOLUTION OF THE CITY OF PACIFIC, WASHINGTON, AUTHORIZING THE MAYOR TO REJECT ALL BIDS FOR WATER METER REPLACEMENT AND AUTOMATED METER READING PROJECT.

Budget Impact: None.

Alternatives: None recommended.

**CITY OF PACIFIC
WASHINGTON**

RESOLUTION NO. 2017-452

**A RESOLUTION OF THE CITY OF PACIFIC, WASHINGTON, AUTHORIZING
THE MAYOR TO REJECT ALL BIDS FOR WATER METER REPLACEMENT
AND AUTOMATED METER READING PROJECT.**

WHEREAS, The City of Pacific has proposed to replace the existing water meters with an automated meter reading system as a capital improvement project in its Water System Plan; and

WHEREAS, the City prepared construction documents and solicited quotes from contractors through a solicitation in the paper of record, and received two quotes; and

WHEREAS, There were numerous mathematical errors in the two proposals received, including inclusion of sales tax in unit prices, incorporation of transmitter units in meter pricing, incorrect calculated extended costs; and

WHEREAS, the City failed to include the required prevailing wage rates to ensure proper wages are paid;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PACIFIC,
WASHINGTON, DOES RESOLVE AS FOLLOWS:**

Section 1. The Pacific City Council hereby authorizes the Mayor to reject all bids for the Water Meter Replacement Project.

Section 2. This Resolution shall take effect and be in full force upon passage and signatures hereon.

Passed by the City Council at a Regular Meeting thereof on the 28th day of August, 2017.

CITY OF PACIFIC

LEANNE GUIER, MAYOR

ATTEST/AUTHENTICATED:

AMY STEVENSON NESS, CITY CLERK

APPROVED AS TO FORM:

CAROL MORRIS, CITY ATTORNEY



Bid Tabulation

	Engineers Estimate	Consolidated Tax included in Unit Prices Transmitters included in Unit Prices for 5/8" - 2"	Consolidated Tax not included in Unit Prices Transmitters not included in Unit Prices for 5/8" - 2"	Ferguson - 1 ally	Ferguson - 2 iPerl Does not provide remote shut-off
Bid Proposal Sheet	N/A				
Schedule of Prices	N/A				
Addendum Acknowledgements	N/A				
Non-Collusion Affidavit	N/A				
Certificate of Equal Opportunity	N/A				
Bidder Qualifications	N/A				
Certification Regarding Debarment	N/A				
Bid Bond	N/A				

	Quantity	Units	Unit Price	Total																	
1	Design and Project Management	1	LS	\$ 20,000.00	\$ 20,000.00	\$	62,370.00	\$	62,370.00	\$	56,700.00	\$	56,700.00	\$	15,133.33	\$	15,133.33	\$	15,133.33	\$	15,133.33
2	AMI System Transmitters	2,057	EA	\$ 100.00	\$ 205,700.00	\$	80.00	\$	160.00	\$	72.73	\$	149,600.00	\$	122.86	\$	252,723.02	\$	122.86	\$	252,723.02
3	Fixed Network AMI	1	LS	\$ 40,000.00	\$ 40,000.00	\$	34,789.97	\$	34,789.97	\$	31,627.25	\$	31,627.25	\$	86,250.00	\$	86,250.00	\$	86,250.00	\$	86,250.00
4	Field Programmers	2	EA	\$ 4,000.00	\$ 8,000.00	\$	6,988.28	\$	13,976.56	\$	6,352.98	\$	12,705.96	\$	2,750.00	\$	5,500.00	\$	2,750.00	\$	5,500.00
5	City CIS Billing Software	1	LS	\$ 15,000.00	\$ 15,000.00	\$	10,890.00	\$	10,890.00	\$	9,900.00	\$	9,900.00	\$	21,050.00	\$	21,050.00	\$	21,050.00	\$	21,050.00
6	5/8" x 3/4" Meters	1,852	EA	\$ 400.00	\$ 740,800.00	\$	515.42	\$	954,557.84	\$	395.84	\$	733,088.95	\$	424.26	\$	785,729.52	\$	179.26	\$	331,989.52
7	1-inch Meters	115	EA	\$ 500.00	\$ 57,500.00	\$	465.09	\$	53,485.35	\$	350.08	\$	40,259.41	\$	216.14	\$	24,856.10	\$	216.14	\$	24,856.10
8	1 1/2-inch Meters	32	EA	\$ 800.00	\$ 25,600.00	\$	1,349.31	\$	43,177.92	\$	1,153.92	\$	36,925.38	\$	620.24	\$	19,847.68	\$	620.24	\$	19,847.68
9	2-inch Meters	56	EA	\$ 1,000.00	\$ 56,000.00	\$	1,761.92	\$	98,667.52	\$	1,529.02	\$	85,625.02	\$	753.68	\$	42,206.08	\$	753.68	\$	42,206.08
10	3-inch Meters	2	EA	\$ 2,500.00	\$ 5,000.00	\$	2,821.21	\$	5,642.42	\$	2,821.21	\$	5,642.42	\$	1,757.66	\$	3,515.32	\$	1,757.66	\$	3,515.32
11	Backhaul Communications System	1	LS	\$ 2,000.00	\$ 2,000.00	\$	1,680.00	\$	1,680.00	\$	1,527.27	\$	1,527.27	\$	2,500.00	\$	2,500.00	\$	2,500.00	\$	2,500.00
12	System Training	1	LS	\$ 5,000.00	\$ 5,000.00	\$	2,998.00	\$	2,998.00	\$	2,725.45	\$	2,725.45	\$	6,700.00	\$	6,700.00	\$	6,700.00	\$	6,700.00
13	Twenty Years Hosted Software Table 3)	1	LS	\$ 400,000.00	\$ 400,000.00	\$	584,000.00	\$	584,000.00	\$	530,909.09	\$	530,909.09	\$	388,989.71	\$	388,989.71	\$	388,989.71	\$	388,989.71
	Group Subtotal			\$ 1,580,600.00					\$ 1,866,395.58				\$ 1,697,236.20				\$ 1,655,000.76				\$ 1,201,260.76
	Sales Tax			\$ 158,060.00									\$ 169,723.62				\$ 165,500.08				\$ 120,126.08
	Group Total			\$ 1,738,660.00									\$ 1,866,959.82				\$ 1,820,500.84				\$ 1,321,386.84

This is to certify that the above is an accurate and complete tabulation of bids received and opened as scheduled by the City of Pacific on July 31, 2017 at 2:00 p.m.

Respectfully submitted,

City of Pacific

James J. Morgan, P.E.

Date

- [1] Error in extension - changing total
- [2] Error in tax calculation - changing total



Agenda Bill No. 17-091

TO: Mayor Guier and City Council Members
FROM: Richard Gould, City Administrator
MEETING DATE: August 21, 2017
SUBJECT: Agreement with Sound Generations for the Meals on Wheels Program.

ATTACHMENTS:

- Resolution 2017-453
- Memorandum of Agreement between Sound Generations and the City of Pacific.

Previous Council Review Date: N/A

Summary: Sound Generations provides the Meals on Wheels program to the eligible population. Meals through this program are delivered Wednesday or Thursdays, at the Pacific Senior Center or meals may be delivered to clients at their home. The last MoA was approved by the City Council in 2009. Sound Generations is requesting that this be renewed with the new Memorandum of Agreement (MoA). This MoA has been fully vetted by the City Attorney and RMSA, the City’s liability insurance agency.

Recommendation/Action: Staff recommends Council approve Resolution No. 2017-453.

Motion for Consideration: Move to approve Resolution No. 2017-453, a resolution authorizing the mayor to execute a Memorandum of Agreement between Sound Generations and the City of Pacific

Budget Impact: None

Alternatives: No Meals on Wheels program.

**PACIFIC
WASHINGTON
RESOLUTION NO. 2017-453**

**A RESOLUTION OF THE CITY OF PACIFIC, WASHINGTON,
AUTHORIZING THE MAYOR TO SIGN A MEMORANDUM OF
AGREEMENT, RENEWING THE MEALS ON WHEELS
PROGRAM WITH SOUND GENERATIONS**

WHEREAS, the City Council of the City of Pacific wishes to approve a Memorandum of Agreement with Sound Generations; and

WHEREAS, Sound Generations' Meals on Wheels provides seniors, 60 years of age or older, deliver the meals from the Meals on Wheels warehouse, Wednesday or Thursday, or at Sound Generation's option, meals may be delivered to a client's home; and

WHEREAS, the term of the Sound Generations' Meals on Wheels Memorandum of Agreement shall be in effect for a period commencing upon execution by the authorized representatives of both parties, and ending December 31, 2020.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF PACIFIC, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. The City of Pacific, Washington, City Council authorizes the Mayor to sign the Memorandum of Agreement between the City and Sound Generations for the provision of the Meals on Wheels program at the Pacific-Algona Senior Center or at the client's home, for the years 2017, 2018, 2019 and 2020, for the period August 29, 2017 to December 31, 2020.

Section 2. This Resolution shall take effect and be in full force upon passage and signatures hereon.

ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 28^h DAY OF August, 2017.

APPROVED

Leanne Guier, Mayor

ATTEST:

Amy Stevenson-Ness, City Clerk

APPROVED AS TO FORM:

Carol Morris, City Attorney

Non binding AGREEMENT

Sound Generations' Meals on Wheels and the City of Pacific

This Agreement is between Sound Generations' Meals on Wheels Program (also referred to as "the program"), a non-profit corporation organized under the laws of the State of Washington, 2208 Second Avenue, Suite 100, Seattle, WA 98121-2055, and the City of Pacific (also referred to as "the site"), a municipal corporation organized under the laws of the State of Washington, 100 - 3rd Ave. S.E., Pacific, WA 98047. The parties agree as follows:

1. **Purpose.** In recognition of the need to provide home-delivered meal service to homebound elders in the Pacific and Algona area through the use of community/senior center facilities and volunteer delivery staff, and in recognition that Sound Generations has been granted funds to contribute to the cost of such activities, it is hereby agreed that the City of Pacific and Sound Generations Meals on Wheels Program will work together to achieve these ends for the greater good of the community, with emphasis on the most vulnerable and underserved citizens in the community. This includes, however is not limited to, those with very low income, those who have difficulty with or do not speak English, and members of ethnic/cultural groups who are more likely to experience food and nutritional insecurity.

2. **Responsibility of the Parties:**

A. Sound Generations. Sound Generations shall have the following responsibilities under this Agreement:

1. provide, at no cost to Pacific, frozen, pre-prepared meals sealed in microwavable containers;

2. deliver the meals from the Meals on Wheels warehouse to the Pacific Senior Center, located at 100 - 3rd Avenue SE, Pacific, WA, on Wednesday or Thursday of each week, or at Sound Generation's option, meals may be delivered to a client's home. Client meal delivery will occur on Wednesday or Thursday of each week unless there is a schedule change due to a holiday or emergency situation. Sound Generations will make every effort to provide free access to the Meals on Wheels area for the delivery day and any other days where packing and ordering may need to take place at the site;

3. place the meals in a freezer at the Senior Center, which freezer has been purchased by Sound Generations; and

4. establish the eligibility criteria for the persons (clients) receiving the meals and determine which clients are eligible to receive meals under the program.

B. City of Pacific. The City of Pacific shall have the following responsibilities under this Agreement:

1. hand out applications for eligibility for the Meals on Wheels program at the Senior Center and transmit them to the King County Meals on Wheels office;

2. sort and deliver the meals at the Senior Center to the pre-approved, eligible clients;

3. order the meals with Sound Generations on the first and third Monday of each month;
4. immediately notify Sound Generations of any freezer malfunction;
5. provide space sufficient for the storage, handling and packing of meals, as well as unobstructed pathways for delivery of meals, space for the use of a computer and printer, a phone line, and internet access if possible;
6. allow access to the Meals on Wheels area for monitoring visits by staff from Sound Generations or our funding agencies, including Aging and Disability Services and COPEs, to ensure compliance with program standards.

3. **Use of Volunteers at the Senior Center:** When possible, Pacific will help recruit Sound Generation's volunteers to operate the meal delivery system with the help of program staff located at Sound Generations' downtown administrative offices. Sound Generations will conduct background checks for all volunteers with access to Meals on Wheels clients and/or their information. These checks shall be conducted by staff at the downtown office at the start of volunteer service and every two years thereafter. Sound Generations reserves the right to terminate a volunteer's service with Meals on Wheels at any time, with or without cause.

4. The site shall support service provision in accordance with all program guidelines and contracts, as outlined in this MOU.

5. **Senior Center.** Sound Generation shall ensure that Meals and other inventory items at the site shall be kept to a minimum, and are the property of the program until distributed. Sound Generations desires an environment that is welcoming and culturally sensitive for everyone. Site staff are expected to make all requested efforts to assure this is the case. Racial and sexual harassment will not be tolerated and will be grounds for service termination. Any program information or community/senior center information intended for Meals on Wheels participants must first be approved by Sound Generations prior to distribution.

6. **Confidentiality:** Sound Generations acknowledges that the City of Pacific is subject to and must comply with the Public Records Act, chapter 42.56 RCW. All program and client information is to be kept confidential, and shared only on a need to know basis, for program operations, in accordance with the Meals on Wheels Confidentiality Policy. Client data is considered the property of Sound Generations. This data must not be used for any purpose other than for the Meals on Wheels program.

7. **Termination.** This Agreement shall be in effect for a period commencing upon execution by the authorized representatives of both parties, and ending December 31, 2020. It may be amended by mutual agreement of the parties. Either party may terminate this Agreement with or without cause by providing the other party thirty (30) days' advance notice, to the addresses listed in Section 8 herein.

8. **Notice.** Notices shall be sent to:

City of Pacific

Attn: City Administrator
100 - 3rd Avenue S.E.
Pacific, WA 98047
(253) 929-1100

Sound Generations

Attn: Susan Doerr, CEO
2208 Second Avenue, Suite 100
Seattle, WA 98121-2055
(206) 727-6263

9. **Independent Contractor.** Sound Generations and the City agree that Sound Generations is an independent contractor with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties. Neither Sound Generations nor any employee or volunteer of Sound Generations shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not be responsible for paying, withholding, or otherwise deducting any customary state or federal payroll deductions, including but not limited to FICA, FUTA, state industrial insurance, state workers compensation or otherwise assuming the duties of an employer with respect to Sound Generations or any employee or volunteer of Sound Generations.

10. **Indemnification.** Each party agrees to indemnify, defend and hold harmless the other Party and its officers, officials, employees, agents and volunteers from and against all liabilities, losses, damages, and costs (including reasonable attorneys' fees they may suffer as a result of Third Party claims, demands, actions, suits or judgments against them resulting from or arising out of the negligence, recklessness or willful misconduct on the party of the Indemnifying Party. In the event of liability for damages or losses arising out of the concurrent negligence of both Parties, each Party's liability hereunder shall only be to the extent of that Party's negligence. This provision shall survive the termination of this Agreement.

11. **Insurance.** The Parties shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of this Agreement by both Parties, which shall include the following insurance maintained with the following minimum amounts:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop gap liability, independent Contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. If the Contractor will be conducting excavation or underground operations, then the Commercial General Liability insurance shall be endorsed for the Contractor's liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy, and Umbrella policy, with respect to the work performed for the City using ISO

Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing equivalent coverage. The Contractor may submit a copy of any blanket additional insured clause from its policies instead of a separate endorsement. A statement of additional insured status on an ACORD Certificate of Insurance shall not satisfy this requirement. The Contractor's Commercial General Liability policy shall include Waiver of Transfer of Rights of Recovery Against Others to Us endorsement (CG 24 04 05 09) or equivalent coverage."

Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 per project aggregate and a \$2,000,000 products - completed operations aggregate limit.

12. **Entire Agreement.** The entire agreement between the parties with respect to the subject matter hereunder is contained in this Agreement. The written provisions of this Agreement shall supersede all prior verbal statements of the Parties.

13. **Severability.** The provisions of this Agreement are severable.

14. **Resolution of Disputes and Governing Law.** If a dispute arises from or relates to this Agreement and the dispute cannot be resolved through direct discussions, the parties may select a mediator to resolve the dispute. In the event that the dispute is not resolved, or if the parties waive mediation, any action arising from this Agreement shall be filed in King County Superior Court.

SOUND GENERATIONS

SITE/CITY OF PACIFIC

Susan Doerr
Chief Executive Officer

Leanne Guier
Mayor, City of Pacific

Date

Date



Agenda Bill No. 17-092

TO: Mayor Guier and City Council Members
FROM: Amy Stevenson-Ness, City Clerk
MEETING DATE: August 21, 2017
SUBJECT: Re-enacting Ordinance 1527 regarding stormwater charges

ATTACHMENTS:

- Ordinance No. 2017-1963

Previous Council Review Date:

Summary: Ordinance No. 1527 was adopted by City Council on April 22, 2002, adopting stormwater service charges. A property owner stated the charges for his property were invalid because he could not find evidence the City ever published the adopted Ordinance.

According to case law, by re-enacting an ordinance and ratifying and publishing it, the defect would be corrected.

Recommended Action: Adopt Ordinance No. 2017-1963, re-enacting and ratifying Ordinance 1527 and waiving the second reading.

Motion for Consideration: I move to approve Ordinance No. 2017-1963, RE-ENACTING AND RATIFYING ORDINANCE 1527 ON THE SUBJECT OF STORMWATER SERVICE CHARGES, ONLY TO THE LIMITED EXTENT OF ADDRESSING AN ALLEGATION OF A PROCEDURAL DEFECT IT THE ORIGINAL ADOPTION OF ORDINANCE 1527, AND NOT TO ALTER OR AFFECT ANY SUBSEQUENT AMENDMENTS IN CHAPTER 24.17 OF THE PACIFIC MUNICIPAL CODE OR THE CURRENTLY EFFECTIVE STORMWATER RATES IN PMC SECTION 24.16.050.

Budget Impact:

Alternatives:

CITY OF PACIFIC, WASHINGTON

ORDINANCE NO. 2017-1963

AN ORDINANCE OF THE CITY OF PACIFIC, WASHINGTON, RE-ENACTING AND RATIFYING ORDINANCE 1527 ON THE SUBJECT OF STORMWATER SERVICE CHARGES, ONLY TO THE LIMITED EXTENT OF ADDRESSING AN ALLEGATION OF A PROCEDURAL DEFECT IN THE ORIGINAL ADOPTION OF ORDINANCE 1527, AND NOT TO ALTER OR AFFECT ANY SUBSEQUENT AMENDMENTS IN CHAPTER 24.17 OF THE PACIFIC MUNICIPAL CODE OR THE CURRENTLY EFFECTIVE STORMWATER RATES IN PMC SECTION 24.16.050.

WHEREAS, the City adopted Ordinance No. 1527 on April 22, 2002, which adopted stormwater service charges; and

WHEREAS, the City billed customers for stormwater service charges at that time, based on Ordinance 1527; and

WHEREAS, the stormwater service charges in Ordinance 1527 have since been codified and now appear in Pacific Municipal Code Section 24.16.050; and

WHEREAS, on November 17, 2016, an attorney for a property owner alleged that the City's imposition of stormwater service charges based on Ordinance 1527 was invalid, because the property owner could not find any evidence that Ordinance 1527 was published as required by law; and

WHEREAS, the Washington courts have held that where a validly enacted ordinance suffers from a procedural defect (such as the failure to publish), the re-enactment of the validly enacted ordinance through the City Council's ratification and subsequent publication cures the defect¹; and

WHEREAS, the re-enactment, ratification and publication of Ordinance 1527 is only intended to address the alleged procedural defect relating to Ordinance 1527 and the City's imposition of the rates identified in Ordinance 1527 at the time it was in effect; and

WHEREAS, the re-enactment, ratification and publication of Ordinance 1527 is specifically not intended to affect the stormwater rates currently in effect, as the same appear in PMCC Section 24.16.050; Now, therefore:

¹ *Bale v. City of Auburn*, 87 Wash. App. 205, 210, 941 P.2d 671 (1997).

THE CITY COUNCIL OF THE CITY OF PACIFIC, WASHINGTON, HEREBY ORDAINS AS FOLLOWS:

Section 1. Ordinance 1527 is hereby ratified and re-enacted. The City Clerk is directed to publish Ordinance 1527 as required by law.

Section 2. The stormwater rates currently in effect are as identified in Pacific Municipal Code Section 24.16.050. The adoption of this Ordinance does not amend PMC Section 24.16.050 and shall not affect those rates or the City's ability to collect the service charges identified in PMC Section 24.16.050.

Section 3. Severability. If any sentence, clause or phrase of this Ordinance should be held to be invalid by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance.

Section 4. Effective Date. This Ordinance shall take effect five (5) days after passage and publication of an approved summary consisting of the title, but only insofar as it corrects the procedural defect in Ordinance 1527.

PASSED by the City Council of Pacific this 28th day of August, 2017.

Leanne Guier, Mayor

AUTHENTICATED:

Amy Stevenson-Ness, City Clerk

APPROVED AS TO FORM:

Carol Morris, City Attorney

PUBLISHED:

EFFECTIVE DATE: