



**AGENDA ITEM REQUEST FORM
CITY OF JOHNSON CITY, TEXAS
CITY COUNCIL**

ITEM NO. 14

MEETING DATE: May 4, 2021

AGENDA PLACEMENT:

- Ceremonial
- Consent
- Individual
- Closed Session

CAPTION:

Discussion of and action on the City of Johnson City Recycling Center, including, but not limited to, an Interlocal Contract for Solid Waste Equipment and Services between the City of Johnson City and the Capital Area Council of Governments (CAPCOG) and a remaining amount due to CAPCOG should the City elect to terminate Recycling Center services. (Staff)

EXECUTIVE SUMMARY:

On November 10, 2020, the City Council requested a copy of and discussion on the CAPCOG Interlocal Contract for Solid Waste Equipment and Services related to the City of Johnson City Recycling Center.

The City Council received said information on December 8, 2020. Discussion included closing the Recycling Center until the facility completely depreciates; halting commercial onsite cardboard collection and leaving the Center open for drop off only; or reducing the Center's hours of operation. Discussion also included how closing the facility would affect the existing lease between the City and the Emergency Services District No. 1 (ESD). Councilmembers Babb, Coleman, Young, and Guthrie voiced their support for either closing or shortening the hours of the Recycling Center.

The City Council discussed the Recycling Center and existing and proposed lease agreements between the City and the ESD again on March 2, 2021. The proposed lease deletes key provisions contained within the current lease and requires additional items. Council discussed the current lease's validity and whether the City was obligated to enter into a new lease. One option discussed was to move the Center to a new location. Renegotiating the proposed lease terms was also discussed. The item was tabled.

City Staff sought additional guidance from CAPCOG and TCEQ following the March 2, 2021 City Council meeting. On April 29, 2021, CAPCOG advised that TCEQ was 1) willing to use the City's depreciation methodology and 2) reduce the amount owed from approximately \$51,000 to

\$28,621.88. If the City Council desires to close the Recycling Facility, the City would be required to issue a check for the abovementioned amount to CAPCOG/TCEQ. The City would then notify the ESD of its intentions to terminate the current lease agreement.

FINANCIAL: \$28,621.88; Existing on-site equipment would be sold through auction

ATTACHMENTS:

- CAPCOG Correspondence
- CAPCOG Equipment Inventory Log
- Current ESD Lease Agreement

SUGGESTED ACTION: No motion provided.

PREPARED BY: City Staff

DATE SUBMITTED: May 1, 2021

Rick Schroder

From: May, Ken <kmay@capcog.org>
Sent: Thursday, April 29, 2021 3:49 PM
To: Rick Schroder
Subject: RE: Update

Importance: High

Hello Rick:

Yes, thank you for checking back in with me... Following is the response from TCEQ received just last week:

Good Afternoon. Thank you for all the information on the equipment Johnson City has purchased in the past for its Recycling Facility. Since Johnson City will no longer be using the equipment for its intended purpose, they will need to return the cost of the equipment that was purchased in FY 2000 and FY 2005 to CAPCOG (TCEQ). This would include the pole barn, fencing, paving and facility construction, for a total of \$28,621.88. CAPCOG can use the depreciation value from Johnson City.

We can help you work out the details of returning the funds to TCEQ.
Thanks,
Cheryl

This goes with the following information from your City Depreciation Book:

Grant #	Grantee	Equipment Description	Cost	Contract Guidance
05-12-G06	Johnson City	Fencing, pole barn and paving	\$37,723.12	Per City Depreciation Book = 30 year Use calculation
00-12-G05	Johnson City	Facility Construction	\$36,726.00	Per City Depreciation Book = 30 year Use calculation

So, I guess at this point, just LMK how ya'll propose to move forward. I am sorry I could not get a better deal for ya'll.

Ken May
Regional Programs Manager
Capital Area Council of Governments
Ph: (512) 916-6040 ~ Fax: (512) 916-6001
kmay@capcog.org ~ www.capcog.org
No electronic communication by a CAPCOG employee may legally obligate the agency.

EQUIPMENT INVENTORY LOG

COG NAME: Capital Area Council of Governments											
Grant #	Grantee	Equipment Description	Serial #	Cost	Contract Guidance	Annual Depreciation	Year Purchased	Useful Life in Year	Depreciation Year	Amount Owed	Notes
12-12-G04	Johnson City	Forklift		\$18,697.00	Article 6 applies		N/A	N/A	N/A	N/A	
09-12-G14	Johnson City	Truck - F250 (1 ton)	1FDNF20509EA51974	\$18,328.45	No time limitation. "Article 6, h - When, during the useful life of property acquired with grant funds under this Agreement by the Subcontractor and with a current per-unit fair market value of \$1,000 or more, the property is no longer needed for the originally authorized purpose, Subcontractor agrees to request disposition instructions from CAPCO(G)." There are four options, to be determined by CAPCOG/TCEQ, and paraphrased as: 1. No obligation to compensate CAPCOG. 2. Compensate CAPCOG and retain title. 3. Sell the property and compensate CAPCOG. 4. Transfer title to a third party designated/approved by TCEQ.	\$1,513.40	2009	12	2021	\$1,681.03	Given to the City of Buda in 2019.
09-12-G14	Johnson City	Trailer Recycling	8121	\$12,105.00	No time limitation. Article 6, h applies...	\$1,377.79	2009	9	2018	\$0.00	
06-12-G02	Johnson City	Hydraulic Dump Trailer	5BSCA14236C018042	\$7,960.00	No time limitation. Article 6, h applies...	\$1,313.21	2006	6	2012	\$0.00	
06-12-G02	Johnson City	Hydraulic Dump Trailer	5BSCA14256C018043	\$7,960.00	No time limitation. Article 6, h applies...	\$1,313.21	2006	6	2012	\$0.00	
05-12-G06	Johnson City	Ten flat bed trailers and wire cage assemblies		\$8,950.00	No obligation to CAPCOG (less than \$1,000 per unit value).	N/A	2005	N/A	N/A	N/A	
05-12-G06	Johnson City	Fencing, pole barn and paving		\$30,000.00	*From 06 Provisions* No time limitation. Article 6, h applies...	\$483.33	2005	62	2072	\$22,750.00	
02-12-G09	Johnson City	Truck 2002 F350 Ford		\$22,317.00	No time limitation. Article 6, h applies...	\$1,434.52	2002	16	2018	\$0.00	
02-12-G09	Johnson City	Baler		\$12,950.00	No time limitation. Article 6, h applies...	\$1,386.31	2002	9	2011	\$0.00	
02-12-G09	Johnson City	Recycling trailer 4x8		\$1,000.00	Ideally use for original purpose (less than \$1,000 in value)	N/A	2002	N/A	2003	N/A	
02-12-G09	Johnson City	Recycling trailer 4x8		\$1,000.00	Ideally use for original purpose (less than \$1,000 in value)	N/A	2002	N/A	2003	N/A	
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02-12-G09	Johnson City	Recycling trailer 4x8		\$1,000.00	Ideally use for original purpose (less than \$1,000 in value)	N/A	2002	N/A	2003	N/A	
00-12-G05	Johnson City	Facility Construction		\$43,300.00	"Article 6, c, 7 - After six years of the initiation date of this Contract, the SUBCONTRACTOR is not required to obtain authorization for a change in use of the property acquired under this Contract, but the provisions of Section (b) of the Article shall still apply." (Section b relates to competitive advantage over private industry.) 10/25/2012 NOTE: The 2000 CAPCOG Contract was in violation of the TNRC FY 2000-20001 SW Grants Contract and UGMS (see TNRC Contract GTC Articles 8, 19, 1, 19, 3 and GC 3.3.4. See UGMS, Chapter II, Attachment B, Item 16, Depreciation and Use Allowances). CAPCOG did not/does not have authorization to turn over ownership of buildings nor equipment until such has served their useful life expectancy. Life expectancies and depreciation procedures are provided in both TNRC (now TCEQ) and UGMS contract and guidance documents. Barring something different in the City of Johnson City's State approved Property Accounting System, building infrastructure must remain on inventory logs and depreciation must be calculated at ≤ 2% per year, e.g., see next column... (\$33,148.00 value remaining as of this date)	\$846.00	2000	51	2051	\$26,380.00	
				\$187,567.45						\$50,811.03	

LEASE AGREEMENT

THE STATE OF TEXAS X

COUNTY OF BLANCO X

This Lease Agreement is made and entered into this 8 day of September, 1993, at Johnson City, Blanco County, Texas, by and between NORTH BLANCO COUNTY EMERGENCY MEDICAL SERVICE, hereinafter called Lessor, and the CITY OF JOHNSON CITY, hereinafter called Lessee.

ARTICLE 1. DEMISE, DESCRIPTION, USE, TERM AND RENT

Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, that certain property, hereinafter called the leased premises, situated in Blanco county, Texas, and described as follows:

BEING a rectangular tract of land located at the middle northwest corner of property now owned by Lessor lying south of Ranch Road 2766 and east of Block 2 of the Winters-Furr Subdivision, the leased property has a width of 110 feet and a length of 150 feet; the northwest corner of which is at the southeast corner of Lot 28 and the northeast corner of Lot 29, Block 12, Winters-Furr Subdivision.

Together with a non-exclusive easement for ingress and egress being 30 feet wide and extending in a northerly direction from the north line of the leased property to Ranch Road 2766 along the east line of Lot 41, Winters-Furr Subdivision.

to be used as a recycling facility, for the term of ninety-nine (99) years, commencing on September 15, 1993, and ending August 31, 2092, unless sooner terminated as hereinafter provided. Lessee's use of the leased premises shall be limited to use as storage, office, sorting, pickup and drop off, vehicle storage and sales place, provided such activities are in connection with recycling.

ARTICLE 2. RENT

General Rent

Lessee agrees to and shall pay Lessor at the commencement of this lease the total sum of NINETY-NINE AND NO/100 (\$99.00) DOLLARS.

ARTICLE 3. TAXES AND ASSESSMENTS

Payment by Lessor

Lessee shall pay and discharge all taxes, general and special assessments, and other charges of every description which during the term of this lease may be levied on or assessed against the leased premises and all interests therein and all improvements and other property thereon, belonging to Lessee.

ARTICLE 4. INSURANCE

Lessee's Obligations

4.01. Lessee agrees to maintain during the entire term of this lease, or any renewal hereof, a general liability insurance policy, insuring activities on the leased premises, or to be self-insured in accordance with state law for municipalities.

4.02. On securing the foregoing coverage, the Lessee shall give the Lessor written notice thereof.

ARTICLE 5. UTILITIES

Lessee shall during the term hereof pay all charges for telephone, gas, electricity, and water and all other utilities used in or on the leased premises and for the removal of rubbish therefrom before they shall become delinquent and shall hold Lessor harmless from any liability therefor.

ARTICLE 6. WASTE AND NUISANCE

Lessee shall not commit, or suffer to be committed, nor shall he maintain, commit, or permit the maintenance or commission of any nuisance on the leased premises or use the leased premises or use the leased premises for any unlawful purpose.

ARTICLE 7. REPAIRS

Lessor's Duty

Lessor shall not be responsible for any repairs to the leased premises.

ARTICLE 8. SOONER TERMINATION

Lessee, at Lessee's option, may terminate this Lease by written notice to Lessor at least thirty (30) days in advance of the termination date in the event it ceases the use of the leased property in connection with recycling. This agreement is null and void thirty (30) days after the lessee terminates its recycling operation.

ARTICLE 9. COVENANTS

Covenant of Quiet Possession

9.01. Lessor shall on the commencement date of the term of this lease as hereinabove set forth, place Lessee in quiet possession of the leased premises and shall secure him in the quiet possession thereof.

Covenant Against Encumbrances

9.02. Lessor covenants that the leased premises are not subject to any lien, claim or encumbrance, and Lessor will not subject the premises to any such lien, claim or encumbrance without the prior written consent of Lessee.

ARTICLE 10. SURRENDER OF PREMISES

Removal of Property

10.01. Lessee shall, at his own cost and expense within fifteen (15) days after expiration or sooner termination of the term hereof or of any extended term

hereof remove all property belonging to him and all alterations, additions or improvements, and fixtures which by the terms hereof he is permitted to remove, repair all damage to the leased premises caused by such removal and restore the leased premises to essentially the conditions they were in prior to the installation of the property so removed Lessee may at Lessee's option remove or leave any building then existing on the leased property. Any property not so removed shall be deemed to have been abandoned by Lessee and may be retained or disposed of by Lessor at Lessee's expense.

Surrender

10.02. Lessee agrees to and shall, on expiration or sooner termination of the term hereof or of any extended term hereof, promptly surrender and deliver the leased premises to Lessor in good condition, and in a condition meeting all federal, state and local environmental regulations.

ARTICLE 11. CONDEMNATION

If during the term of this lease or any extension or renewal thereof, all or part of the leased premises should be taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, this lease shall terminate effective as of the date of the taking of said premises by the condemning authority.

ARTICLE 12. ASSIGNMENT AND SUBLEASE

Assignment and Subletting by Lessee

12.01. Lessee shall not assign this lease nor sublet all or a portion of the leased premises without the prior written consent of Lessor, except that Lessee may sublet without prior consent to its agents or contractors for the same purposes as herein granted that being a facility for use in connection with recycling.

Assignment by Lessor

12.02. Lessor is expressly given the right to assign any or all of his interest under the terms of this lease.

ARTICLE 13. INDEMNITY

13.01. Lessee agrees to indemnify and hold Lessor harmless against any and all claims, demands, damages, costs and expenses, including reasonable attorney's fees for the defense thereof, arising from the conduct or management of Lessee's business in the leased premises or from any breach on the part of Lessee of any conditions of this lease, or from any act or negligence of Lessee, its agents, contractors, employees, concessionaires, or licensees in or about the leased premises. In case of any action or proceeding by counsel acceptable to Lessor. Nothing herein shall be construed to indemnify Lessor from his own negligence.

§K

Partnership or Joint Venture

13.02. The relationship between Lessor and Lessee shall at all times remain solely that of the Lessor and Lessee and shall not be deemed a partnership or joint venture.

ARTICLE 14. FIRST REFUSAL RIGHT

During the term of this Lease Agreement, Lessor shall be obligated to give written notice to Lessee, of any bona fide third party offers to purchase the subject premises, to include the price, terms and condition of said third party's offer, after which time Lessee shall have ten (10) business days from said to such price, terms and conditions, with such election to be evidenced by the execution of an appropriate Earnest Money Contract, during said time. In the event Lessee does not elect to exercise his right of first refusal as herein provided and pending third party's offer to not consummate, Lessee's right of first refusal is again reinstated insofar as any subsequent third party's offer which Lessor receives during the above prescribed time.

ARTICLE 15. MISCELLANEOUS

Notices

15.01. Any notice or communication hereunder must be in writing, and may be given by registered or certified mail, shall be deemed to have been given and received when a registered or certified letter containing such notice, properly wrapped and addressed, with postage prepaid, is deposited in Texas, in the United States mail; and if given otherwise than by registered mail, it shall be deemed to have been given when delivered to and actually received by the party to whom it is addressed. Such notices or communications shall be given to the parties hereto at the following addresses:

LESSOR:

North Blanco County
Emergency Medical Service
P. O. Box 557
Johnson City, Texas 78636

LESSEE:

CITY OF JOHNSON CITY
P. O. Box 369
Johnson City, Texas

Parties Bound

15.02. This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representative, successors, and assigns where permitted by this agreement.

Texas Law to Apply

15.03. This agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Blanco County.

Prior Agreements Superseded

15.04. This agreement constitutes the sole and only agreement of the parties hereto and supercedes any prior understanding or written or oral agreements between the parties respecting the within subject matter.

Amendment

15.05. No amendment, modification, or alteration of the terms hereof shall be binding unless the same be in writing, dating subsequent to the date hereof and duly executed by the parties hereto.

Attorneys' Fees

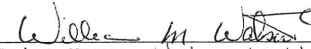
15.06. In the event Lessor or Lessee breaches any of the terms of this agreement whereby the party not in default employs attorney to protect or enforce its rights hereunder and prevails, then the defaulting party agrees to pay the other party reasonable attorneys' fees so incurred by such other party.

Force Majeure

15.07. Neither Lessor nor Lessee shall be required to perform any term, condition, or covenant in this lease so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and any other cause not reasonably within the control of the Lessor or Lessee and which by the exercise of due diligence Lessor or Lessee is unable, wholly or in part, to prevent or overcome.

IN WITNESS WHEREOF, the undersigned Lessor and Lessee hereto execute this agreement as of the day and year first above written.

NORTH BLANCO COUNTY
EMERGENCY MEDICAL SERVICE

BY: 
Print Name: William M. Watson
Office held: PRESIDENT

LESSOR

CITY OF JOHNSON CITY

BY: 
Print Name: Kermit Roeder, Mayor

LESSEE

LEASE AGREEMENT

THE STATE OF TEXAS X

COUNTY OF BLANCO X

This Lease Agreement is made and entered into this 1st day of FEB 2005, 2005, at Johnson City, Blanco County, Texas, by and between NORTH BLANCO COUNTY EMERGENCY MEDICAL SERVICE, hereinafter called Lessor, and the CITY OF JOHNSON CITY, hereinafter called Lessee.

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Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, that certain property, hereinafter called the leased premises, situated in Blanco County, Texas, and described as follows:

BEING a rectangular tract of land located at the middle northwest corner of property now owned by Lessor lying south of Ranch Road 2766 and east of Block 2 of the Winters-Furr Subdivision, the leased property has a width of 110 feet and a length of 110 feet; the northwest corner of which is at the southeast corner of Lot 28 and the northeast corner of Lot 29, Block 12, Winters-Furr Subdivision, adjoining the previously leased property being used for recycling purposes.

to be used as a recycling facility, for the term of eighty-eight (88) years, commencing on 2-1-, 2005, and ending August 31, 2092, unless sooner terminated as hereinafter provided, to be renewed concurrently with previously leased property. Lessee's use of the leased premises shall be limited to use as storage, office, sorting, pickup and drop off, vehicle storage and sales place, provided such activities are in connection with recycling.

ARTICLE 2. RENT

General Rent

Lessee agrees to and shall pay Lessor at the commencement of this lease the total sum of NINETY-NINE AND NO/100 (\$99.00) DOLLARS.

ARTICLE 3. TAXES AND ASSESSMENTS

Payment by Lessor

Lessee shall pay and discharge all taxes, general and special assessments, and other charges of every description which during the term of this lease may be levied on or assessed against the leased premises and all interests therein and all improvements and other property thereon, belonging to Lessee.

ARTICLE 4. INSURANCE

Lessee's Obligations

4.01. Lessee agrees to maintain during the entire term of this lease, or any renewal hereof, a general liability insurance policy, insuring activities on the leased premises, or to be self-insured in accordance with state law for municipalities.

4.02. On securing the foregoing coverage, the Lessee shall give the Lessor written notice thereof.

ARTICLE 5. UTILITIES

Lessee shall during the term hereof pay all charges for telephone, gas, electricity, and water and all other utilities used in or on the leased premises and for the removal of rubbish therefrom before they shall become delinquent and shall hold Lessor harmless from any liability therefor.

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ARTICLE 7. REPAIRS

Lessor's Duty

Lessor shall not be responsible for any repairs to the leased premises.

ARTICLE 8. SOONER TERMINATION

Lessee, at Lessee's option, may terminate this Lease by written notice to Lessor at least thirty (30) days in advance of the termination date in the event it ceases the use of the leased property in connection with recycling. This agreement is null and void thirty (30) days after the lessee terminates its recycling operation.

ARTICLE 9. COVENANTS

Covenant of Quiet Possession

9.01. Lessor shall on the commencement date of the term of this lease as hereinabove set forth, place Lessee in quiet possession of the leased premises and shall secure him in the quiet possession thereof.

Covenant Against Encumbrances

9.02. Lessor covenants that the leased premises are not subject to any lien, claim or encumbrance, and Lessor will not subject the premises to any such lien, claim or encumbrance without the prior written consent of Lessee.

ARTICLE 10. SURRENDER OF PREMISES

Removal of Property

10.01. Lessee shall, at his own cost and expense within fifteen (15) days after expiration or sooner termination of the term hereof or of any extended term hereof remove all property belonging to him and all alterations, additions or improvements, and fixtures which by the terms hereof he is permitted to remove, repair all damage to the leased premises caused by such removal and restore the leased premises to essentially the conditions they were in prior to the installation of the property so removed Lessee may at Lessee's option remove or leave any building then existing on the leased property. Any property not so removed shall be deemed to have been abandoned by Lessee and may be retained or disposed of by Lessor at Lessee's expense.

Surrender

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ARTICLE 11. CONDEMNATION

If during the term of this lease or any extension or renewal thereof, all or part of the leased premises should be taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, this lease shall terminate effective as of the date of the taking of said premises by the condemning authority.

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12.01. Lessee shall not assign this lease nor sublet all or a portion of the leased premises without the prior written consent of Lessor, except that Lessee may sublet without prior consent to its agents or contractors for the same purposes as herein granted that being a facility for use in connection with recycling.

Assignment by Lessor

12.02. Lessor is expressly given the right to assign any or all of his interest under the terms of this lease.

ARTICLE 13. INDEMNITY

13.01. Lessee agrees to indemnify and hold Lessor harmless against any and all claims, demands, damages, costs and expenses, including reasonable attorney's fees for the defense thereof, arising from the conduct or management of Lessee's business in the leased premises or from any breach on the part of Lessee of any conditions of this lease, or from any act or negligence of Lessee, its agents, contractors, employees, concessionaires, or licensees in or about the leased premises. In case of any action or proceeding by counsel acceptable to Lessor. Nothing herein shall be construed to indemnify Lessor from his own negligence.

Partnership of Joint Venture

13.02. The relationship between Lessor and Lessee shall at all times remain solely that of the Lessor and Lessee and shall not be deemed a partnership or joint venture.

ARTICLE 14. FIRST REFUSAL RIGHT

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ARTICLE 15. MISCELLANEOUS

Notices

15.01. Any notice or communication hereunder must be in writing, and may be given by registered or certified mail, shall be deemed to have been given and received when a registered or certified letter containing such notice, properly wrapped and addressed, with postage prepaid, is deposited in Texas, in the United States mail; and if given otherwise than by registered mail, it shall be deemed to have been given when delivered to and actually received by the party to whom it is addressed. Such notices or communications shall be given to the parties hereto at the following addresses:

LESSOR:

North Blanco County
Emergency Medical Service
P. O. Box 557
Johnson City, Texas 78636

LESSEE:

CITY OF JOHNSON CITY
P. O. Box 369
Johnson City, Texas

Parties Bound

15.02. This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representative, successors, and assigns where permitted by this agreement.

Texas Law to Apply

15.03. This agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Blanco County.

Amendment

15.05. No amendment, modification, or alteration of the terms hereof shall be binding unless the same be in writing, dating subsequent to the date hereof and duly executed by the parties hereto.

Attorneys' Fees

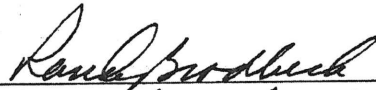
15.06. In the event Lessor or Lessee breaches any of the terms of this agreement whereby the party not in default employs attorney to protect or enforce its rights hereunder and prevails, then the defaulting party agrees to pay the other party reasonable attorneys' fees so incurred by such other party.

Force Majeure

15.07. Neither Lessor nor Lessee shall be required to perform any term, condition, or covenant in this lease so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and any other cause not reasonably within the control of the Lessor or Lessee and which by the exercise of due diligence Lessor or Lessee is unable, wholly or in part, to prevent or overcome.

IN WITNESS WHEREOF, the undersigned Lessor and Lessee hereto execute this agreement as of the day and year first above written.

NORTH BLANCO COUNTY
EMERGENCY MEDICAL SERVICE

BY: 
Print Name: Randy Brodbeck
Office held: President

LESSOR

CITY OF JOHNSON CITY

BY: 
Print Name: Kermit Roeder, Mayor

LESSEE