

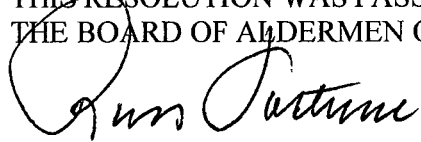
**A RESOLUTION OF THE TWIN OAKS BOARD OF ALDERMEN
APPROVING AN AGREEMENT WITH COGENT, INC. D/B/A
VANDEVANTER ENGINEERING FOR THE PURCHASE,
REMOVAL AND INSTALLATION OF A PUMP IN TWIN OAKS
PARK.**

**BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF TWIN
OAKS, MISSOURI, AS FOLLOWS:**

Section 1. The Board of Aldermen hereby approves, and the Mayor is hereby authorized to execute, a contract substantially in the form of Exhibit 1 (attached hereto and incorporated herein by reference) on behalf of the City of Twin Oaks with Cogent, Inc. d/b/a Vandevanter Engineering for the purchase, removal, replacement and installation of a waterfall pump in Twin Oaks Park (the "Agreement"), for a total contract price of \$15,248.00 (including \$12,278.00 to purchase the equipment necessary for the work, and an additional \$2,970.00 for the removal, installation, replacement and evaluation services), as described more fully in Exhibit 1.

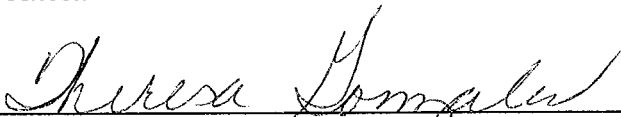
Section 2. This Resolution is adopted and shall be in full force and effect on and after its passage and approval.

THIS RESOLUTION WAS PASSED AND APPROVED THE 26th DAY OF FEBRUARY 2020, BY
THE BOARD OF ALDERMEN OF THE CITY OF TWIN OAKS, MISSOURI.



Russ Fortune, Mayor

Attest:



Theresa Gonzales, Acting City Clerk

Exhibit 1
Twin Oaks, Missouri
CONTRACTOR SERVICES CONTRACT

City of Twin Oaks, Missouri

CONTRACTOR SERVICES CONTRACT

THIS AGREEMENT, made and effective as of _____, 2020, by and between the **City of Twin Oaks, Missouri**, a municipal corporation hereinafter referred to as the "City," and **Cogent, Inc., d/b/a Vandevanter Engineering**, a Missouri corporation, hereinafter referred to as "Contractor," with a business mailing address of 1550 Larkin Williams Road, MO 63026;

WHEREAS, the Contractor provided the City with the proposal, attached hereto as **Exhibit A** and incorporated herein by reference, for certain services relating to the removal of the inoperable existing Llygt 3127LT waterfall pump for the waterfall located in Twin Oaks Park, and the sale and reinstallation of the of a new Flygt 3127 LT electric submersible pump with Hard Iron impeller (the "Pump"), as well as evaluation and repair of the existing pump (the "Proposal"), and the City wishes to engage the Contractor as provider of those services to the City, in accordance with the terms of this Agreement;

WITNESSETH: That the parties hereto for the considerations hereinafter set forth agree as follows:

I. SCOPE OF SERVICES

Contractor's services are necessary for the following Project of City: *Twin Oaks Park – Waterfall Pump Replacement*.

Except as expressly specified herein, Contractor hereby agrees to provide the expertise, supplies, supervision, labor, skill, materials, equipment, and apparatus to remove the existing pump and replacement with the new Pump as well as inspection of the inoperable pump, and if agreeable to the City, repair of the inoperable pump, and perform all related services and do all the things necessary for the proper completion of the scope of services for the Project listed above and which services are more particularly described in the attached Exhibit A (hereinafter referred to as the "Services").

The Services shall be provided by the Contractor in accordance with all the provisions of the Proposal and the attached Twin Oaks General Conditions which are incorporated herein by reference, and the terms of the General Conditions shall prevail over any conflicting terms that may otherwise be adopted herein as part of any attachment, including the Proposal. If there is any conflict between the City's General Conditions (attached hereto and incorporated herein by reference) and the Proposal, this Agreement and its General Conditions shall prevail.

II. COMPENSATION

A. Basic Compensation. The City hereby agrees to pay the Contractor \$12,278.00 for the purchase of the Pump and an additional \$2,970.00 for the removal, installation and evaluation portion of the Services, all as set forth in the Proposal, for a total contract price of \$15,248.00 as full compensation for the complete and satisfactory performance of the Services, including all expenses and costs related thereto, as follows:

Due at the City's final acceptance of all Services:	\$15,248.00
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III. TIME AND MANNER OF PAYMENTS

After completion of all Services authorized hereunder in a manner satisfactory to the City, Contractor shall issue a final invoice complete with necessary support documentation to the City and payment shall be made by City within thirty (30) days of receipt of the invoice.

IV. CONTRACT SCHEDULE

Time is of the essence. The Services shall be commenced on _____, 2020, and shall be completed in a reasonable manner no later than _____, 2020. Failure to complete the Services by the completion date shall result in a reduction in the amount due to the Contractor under this Contract in the amount of \$100.00 per day as liquated damages, herein acknowledged to be reasonable compensation for such delay, in addition to any other remedy that the City may have hereunder.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the effective date of Contract first above written.

**COGENT, INC. D/B/A
VANDEVANTER ENGINEERING**

CITY OF TWIN OAKS

By _____

By _____

Title _____

Title _____

DATED: _____

DATED: _____

ATTEST: _____

City Clerk

**GENERAL CONDITIONS
CITY OF TWIN OAKS, MISSOURI
CONTRACTOR SERVICES AGREEMENT**

Independent Contractor. The Contractor shall be and operate as an independent contractor in the performance of this Contract. The Contractor shall have complete charge of the personnel engaged in the performance of the Services, and all persons employed by the Contractor shall be employees of said Contractor and not employees of the City in any respect.

Compliance with Laws. The Contractor shall comply with all applicable City ordinances and other laws and regulations, Federal, State, and any political subdivision thereof, including but not limited to, unemployment and workers' compensation, occupational safety, equal employment and affirmative action and wage and price laws insofar as applicable to the performance of the Contract. Specifically, Contractor shall comply with the following state law requirements:

- **Work Authorization Program.** If the Contract is for services expected to cost more than \$5,000.00, the Contractor shall comply with Section 285.530 RSMo., pertaining to enrollment and participation in a federal work authorization program (as defined therein) and shall provide verification through an affidavit (attached as **Exhibit B**) that the Contractor (1) does not knowingly employ any person who is an unauthorized alien in connection with the Contract and (2) is enrolled in a federal work authorization program and provide documentary proof thereof. The affidavit shall contain the notarized signature of the registered agent, legal representative or corporate officer of the business entity including but not limited to the human resources director or their equivalent.
- **Proof of Lawful Presence.** Section 208.009 RSMo., requires that all applicants *at the time of application* for any contract provided by a local government provide "affirmative proof that the applicant is a citizen or a permanent resident of the United States or is lawfully present in the United States." Contractor's affirmative proof must be established through (i) a Missouri driver's license, (ii) any "documentary evidence recognized by the department of revenue when processing an application for a driver's license," or (iii) "any document issued by the federal government that confirms an alien's lawful presence in the United States." §208.009.3.
- Contractor further agrees to pay not less than the prevailing hourly wage of wages set out on the wage order attached hereto as **Exhibit C** (if applicable) and made part of the specification for Services under this Agreement, to all workers performing any work under this Contract. The Contractor will forfeit a penalty to the City of \$100 per day for each worker that is paid less than the prevailing rate for any Work done under the contract by the Contractor.

Subcontracts. The Contractor shall not subcontract any of the Services to be performed by it hereunder without the express written consent of the City. In addition, this Contract shall not be assigned by the Contractor.

Conflicts. The proposal of the Contractor is incorporated herein by reference and made a part of this Contract. In case of any conflicts between the executed Contractor Services Contract and the proposal of the Contractor, the requirements of the City's Request for Proposal and this executed Contract shall control and supersede unless a change thereto is specifically stated in this Contract (including **Exhibit A**, "Scope of Services"). **THIS CLAUSE SHALL EXPRESSLY INCLUDE ANY PURPORTED REQUIREMENT IN THE PROPOSAL THAT THE CITY INDEMNIFY THE CONTRACTOR OR AGREE TO PAY CONTRACTOR'S ATTORNEYS' FEES. THE CITY DOES NOT AGREE TO INDEMNIFICATION OR ATTORNEYS' FEES CLAUSES AS SUCH CLAUSES VIOLATE MISSOURI CONSTITUTION, ARTICLE 6, SECTION 23 (prohibiting a city from lending "its credit or grant public money or thing of value to or in aid of any corporation, association or individual").**

Indemnification. To the fullest extent permitted by law, the Contractor agrees to defend with counsel selected by the City, and indemnify and hold harmless the City, its officers, engineers, representatives, agents and employees from and against any and all liabilities, damages, losses, claims or suits, including costs and attorneys' fees, for or on account of any kind of injury to person, bodily or otherwise, or death, or damage to or destruction of property, or any other circumstances, sustained by the City or others, arising from Contractor's breach of the Contract or out of services and operations performed hereunder by the Contractor, including the City's reliance on or use of the services or products provided by the Contractor under the terms of this agreement. The Contractor shall not be liable for any loss or damage attributable solely to the negligence of the City. To the extent required by law to enforce this provision, Contractor agrees that this indemnification requires Contractor to obtain insurance in amounts specified herein and that Contractor has had the opportunity to recover the costs of such insurance in the Compensation set forth in this Agreement.

Insurance. Contractor shall furnish the City the certificates of insurance for workers' compensation, public liability, and property damage, including automobile coverage in the amounts specified by the City in the request for proposals, if any, otherwise in the amounts stated on **Exhibit D**, but unless otherwise provided shall be no less than the maximum amounts of liability set forth in Chapter 537.610 RSMo., applicable to political subdivisions. The policies of insurance shall be in such form and shall be issued by such company or companies as may be satisfactory to the City. The City, and such additional persons and entities as may be deemed to have an exposure to liability as a result of the performance of the Contractor's work, as determined by the City, shall be named as additional insured and the applicable insurer shall owe the City a duty of defense on all insurance policies required hereunder. The Contractor shall provide an Additional Insured Endorsement to the City that shall be approved by the City prior to commencement of any Services.

In addition to the foregoing, the Contractor shall maintain Professional Liability "errors and omissions" insurance in the form for the coverages satisfactory to City as indicated in the request for proposals, if any, otherwise as stated on attached **Exhibit D**, if any, but in no event less than the

maximum amounts of liability set forth in Chapter 537.610 RSMo. applicable to political subdivisions. The City and Contractor waive all rights against each other for damages caused by fire or other perils to the extent covered by Builder's Risk or any other property insurance, except such rights as they may have to the proceeds of such insurance; provided that nothing herein shall be deemed a waiver of the City's sovereign immunity relative to any claim against the City.

Nondisclosure. The Contractor agrees that it will not divulge to third parties without the written consent of the City any information obtained from or through the City in connection with the performance of this Contract. Nothing herein shall preclude disclosure of information by the City.

Changes. No change in this Contract shall be made except in writing prior to the change in the Services or terms being performed. The Contractor shall make any and all changes in the Services without invalidating this Contract when specifically ordered to do so in writing by the City. The Contractor, prior to the commencement of such changed or revised Services, shall submit promptly to the City, a written cost or credit proposal for such revised Services. If the City and Contractor shall not be able to agree as to the amount, either in consideration of time or money to be allowed or deducted, it shall nevertheless be the duty of Contractor, upon written notice from the City, to immediately proceed with such alteration or change, and Contractor shall be compensated the reasonable value of such Services. **No Services or change shall be undertaken or compensated for without prior written authorization from the City.**

Termination. The City shall have the right to terminate the Contract at any time for any reason by giving the Contractor written notice to such effect. The City shall pay to the Contractor in full satisfaction and discharge of all amounts owing to the Contractor under the Contract an amount equal to the cost of all Services performed by the Contractor up to such termination date, less all amounts previously paid to the Contractor on account of the Contract Price. The Contractor shall submit to the City its statement for the aforesaid amount, in such reasonable detail as the City shall request, within thirty (30) days after such date of termination. The City shall not be liable to the Contractor for any damages on account of such termination for loss of anticipated future profits with respect to the remainder of the Services.

Multi-year contracts; Non-appropriation. Notwithstanding any provision herein to the contrary, the City is obligated only to make the payments set forth in the attached Contract as may lawfully be made from funds budgeted and appropriated for that purpose during the City's then current fiscal year at the discretion of the City. If no funds are appropriated or otherwise made legally available to make the required payments for this Agreement during the next occurring fiscal year (an "Event of Nonappropriation"), this Agreement will terminate at the end of the then current fiscal year as if terminated expressly. The failure or inability of the City to appropriate funds for this Agreement in any subsequent fiscal year shall not be deemed a breach of this Agreement by any party. If applicable, this Agreement may be annually renewed at each fiscal year by inclusion of specific appropriation for this Agreement, from year to year not to exceed the maximum renewal period or term as set forth in the Agreement.

Accounting. During the period of this Contract, the Contractor shall maintain books of accounts of its expenses and charges in connection with this Contract in accordance with generally accepted accounting principles and practices. The City shall at reasonable times have access to these books and accounts to the extent required to verify all invoices submitted hereunder by the Contractor.

Correction Period. Contractor hereby expressly guarantees the aforesaid Services as to workmanship and quality of materials used in connection herewith for a term of one (1) year, commencing on the date of final acceptance by the City, and binds itself, its successors or assigns, to make all repairs or replacements which may become necessary within said period due to construction defects and nonconformity with the City specifications or contract. The Contractor warrants to the City that all materials and equipment furnished under the Contract and incorporated in the Services will be new unless otherwise specified, and that all Services will be of good quality, free from faults and defects and in conformance with the Contract. The Contractor's general warranty and any additional or special warranties are not limited by the Contractor's obligations to specifically correct defective or nonconforming Services as set forth herein, nor are they limited by any other remedies provided in the Contract.

Project Records and Work Product. The Contractor shall provide the City with copies of all documents pertinent to the Services which shall include, without limitation, reports, correspondence, meeting minutes, and originals of all deliverables. The City shall own all right, title and interest, including without limitations, all copyrights and intellectual property rights, to all documents and Work Product of the Contractor created in performance of or relating to this Contract. Contractor agrees to take all steps reasonably requested by the City to evidence, maintain, and defend the City's ownership rights in the Work Product.

Site Operations. Where appropriate, the City will arrange for right of entry to any property at the request of the Contractor for the purpose of performing studies, tests and evaluations in connection with the Services.

Personnel. The Services shall be performed exclusively by the personnel of the Contractor identified in the Contractor's proposal and no other personnel of the Contractor shall perform any of the Services without the express written approval of the City.

Representations. Contractor agrees that it has not relied on any representations or warranties of the City, oral or written, other than expressly identified in this Contract. The parties agree the Contract represents the entire agreement between the parties.

Governing/Choice of Law. This Agreement shall be governed by and construed and interpreted in accordance with the internal laws of the State of Missouri, without regard to its principles of conflict of laws.

Other Special Provisions. The special provisions set forth on **Exhibit A** are incorporated herein by reference and made a part hereof.

EXHIBIT A
Proposal



cogentcompanies.com

January 20, 2020
PROPOSAL OP-500920

TO: John Williams
PROJECT: Twin Oaks Fountain
LOCATION: Valley Park, MO

We are pleased to provide the following equipment Scope of Supply for the above referenced project.

ONE (1) Flygt 3127 LT electric submersible pump with Hard Iron impeller.
This pump is equipped with a 230 volt, single (1) phase, 7.5 HP, 60-Hertz
motor and 50' of power cable.

ONE (1) Single (1) phase Start Kit for above pump

TOTAL PRICE FOR ALL LISTED ABOVE\$12,278.00

This pump is covered by the standard 5 year factory warranty. Copy attached.

Freight is Included

Start Up is Included

Price is W/O Taxes

REMOVAL OF EXISTING PUMP, INSTALLATION OF REPLACEMENT PUMP.....\$2,470.00

D.C.I. OF EXISTING PUMP TO EVALUATE AND ESTIMATE REPAIR.....\$500.00

***** ANYTHING NOT SPECIFICALLY LISTED TO BE ASSUMED BY OTHER. *****

CALVERT CITY

5477 GILBERTSVILLE HWY
CALVERT CITY, KS 62029
270-395-4942 MAIL
270-395-4943 FAX

DECATUR

1510 E. McBRIDE AVENUE
SUITE C
DECATUR, IL 62526
217-650-7404 MAIL
217-426-5694 FAX

ST. LOUIS

1550 LARKIN WILLIAMS ROAD
FENTON, MO 63026
636-343-8850 MAIL
636-343-1720 FAX

STANDARD TERMS AND CONDITIONS

Price is FOB factory. Price does not include any freight charges. Price does not include any applicable duties or sales tax, use tax, excise tax, value-added or other similar taxes that may apply to this equipment and/or project. Unless specifically stated, price does not include manual or automatic controls, starters, protective or signal devices, wiring, anchor bolts, gauges, vibration isolation devices, installation, startup or testing.

If the price is included in a proposal, the price is firm for receipt of an order within 30 days of the date shown on the proposal. Any additional terms and conditions included in the proposal are specifically included in these terms and conditions.

Payment is due upon receipt of the invoice. An interest charge of 1-1/2% per month will be added to past due balances. Retainage of any invoiced amount is unacceptable unless specifically agreed to by Company at the time of order, and shall in no case exceed a period of 120 days. If payments are not timely received by Company, and this account is turned over to an attorney for collections, Customer agrees to pay all reasonable costs and attorney fees incurred in collection of the past due amounts.

Payment of "commercial transaction" invoices by credit card will be charged a fee based upon Cogent's average discount rate for credit card transactions for the prior calendar year. This fee will change annually and is currently 2.55%.

All equipment either rented from or through Company is subject to all of the terms and conditions listed on the back of the rental contract. Pricing does not include any overtime running of power equipment.

In no event shall Company's obligations and liabilities under this Agreement include any direct, indirect, punitive, special, incidental or consequential damages or losses that Customer may suffer or incur in connection with this sale, service or rental, including, but not limited to, loss of revenue or profits, damages or losses as a result of Customer's inability to operate, perform its obligations to third persons or injuries to goodwill; nor shall Company's liability extend to damages or losses Customer may suffer or incur as a result of such claims, suits or other proceedings made or instituted against Customer by third parties. Customer remises, releases and discharges Company from any and all liability or damages which might be caused by failure to deliver any equipment within the agreed time by Company.

Customer shall be responsible for determining the good operating condition of all materials and equipment prior to accepting the materials and equipment. NO WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE IS MADE UNLESS THE SAME IS SPECIFICALLY SET FORTH IN WRITING AND ACCEPTED IN WRITING BY COMPANY, BUT IN SUCH CASE THE WARRANTY OR GUARANTEE IS LIMITED AS ABOVE PROVIDED. Notwithstanding the foregoing, Company will pass through to the Customer any warranty provided by the manufacturer of any equipment supplied by Company.

Customer covenants and agrees to defend, indemnify and hold Company harmless from any claims, damages or liability arising out of the use, maintenance or delivery of the equipment or materials purchased or rented hereunder. Customer shall further defend, indemnify and hold Company harmless from any and all damages to third persons or to property caused by Customer's use or possession of the equipment or materials, to the fullest extent allowable by law.

In connection with a proposal, if Customer has any further questions or comments regarding the proposal, please feel free to contact Company. If the proposal meets with Customer's approval, please sign, date and mail or fax a copy of the proposal back to Company's office, and the identified equipment will be ordered and/or scheduled for delivery.

This agreement shall be governed by the laws of the state where the Company's branch office is located from which the equipment is rented or purchased. Customer further agrees that venue and jurisdiction shall be appropriate in the county in which Company's branch office is located from which the equipment was rented or purchased. Any provisions hereof which may prove unenforceable under any law shall not affect the validity of any other provision hereof.

If, after reviewing the above proposal, you have any further questions or comments regarding this proposal, please feel free to contact us at (636) 343-8880. If the proposal meets with your approval, please sign, date, and mail or fax a copy back to our office, and we will order your equipment.

CALVERT CITY

5477 GILBERTSVILLE HWY
CALVERT CITY, MS 39209
270-395-4942 MAIN
270-395-4943 FAX

DECATUR

1510 E. McGRIDE AVENUE
SUITE C
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217-650-7404 MAIN
217-428-5694 FAX

ST. LOUIS

1550 LARVIN WILLIAMS ROAD
FULTON, MO 63026
636-343-8880 MAIN
636-343-1720 FAX



PROPOSAL OP-500920
Valley Park, MO
Page 3

Thank you for the opportunity to work with you on this project. If we can be of any further assistance, please let us know.

Sincerely,
VANDEVANTER ENGINEERING CO.

Joseph D. Beffa
314-852-5385

ACCEPTED THIS DATE _____ BY _____
COMPANY _____ TITLE _____
PURCHASE ORDER NO. _____

CALVERT CITY

5477 GILBERTSVILLE HWY
CALVERT CITY, KS 62029
270-395-4941 MAIN
270-395-4943 FAX

DECATUR

1510 E. McBRIDE AVENUE
SUITE C
DECATUR, IL 62526
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217-428-5694 FAX

ST. LOUIS

1550 LARKIN WILLIAMS ROAD
FLINTON, MO 63026
636-343-8880 MAIN
636-343-1720 FAX



WARRANTY Xylem Water Solutions USA, Inc.

ADDENDUM — WARRANTY COVERAGE BY PRODUCT

PRODUCT	PRODUCT SERIES AND CONFIGURATION	Months	Months	Months	Months	Months
		01 - 12	13 - 24	25 - 36	37 - 48	49 - 60
Axial Flow / Mixed Flow / Centrifugal Pumps & Mixers	3000 Series (GP, NP, DP, CT, NT, CZ, NZ, LL) 4000 Series (SR, FR) 7000 Series (FL)	100%		50%		25%
ETO Electrical Control Panels	Engineered to Order, Xylem Manufactured Control Panels (permanently installed) - 3 Years	100% - 1 YR		LIMITED - 2 - YR		
Grinder Pumps	3000 Series (MP, MF, MQ)	100% - 2 YR (From Ship Date)			3 YR (From Date of Manufacture)	
Abrasion/Corrosion Resistant & Chopper Pumps	3000 Series (FP, FS, FT, HP, HS) 5000 Series (HP, HS) 8000, 280 Series (DP, DZ, DT, DS, DC)	100%				
Centrifugal Pumps	1300 Series	100% (From Ship Date)				
Dewatering Pumps	2000 Series (BS, KS) 3000 Series (CS, NS, OS) 8000, 280 Series (OS, DC)	100% (From Ship Date)				
TOPS	Fiberglass Pump Station	100% (From Ship Date)				
Accessories	Permanent / Portable	100% (From Ship Date)				
Hydro ejectors/Aerators	HE, JA	100%				
Portable Pump Controls TOPS Control Panels	Control Boxes (Nolta, MSHA, etc.) TOPS control panels (permanently installed)	100% (From Ship Date)				
Small Pumps	3045, 3057, SX	100% (From Ship Date)				
Parts - *	All new Flygt parts (mechanical & electrical)	100% (From Ship Date)				

* - Parts that fail where used in a repair are warranted for one (1) year from the date of the repair for the failed part only - no labor; This includes Flygt pump controllers, Flygt supervision equipment, Flygt submersible level transducers, etc.

xylem
a xylem brand
Ver. 14-021517

EXHIBIT B
AFFIDAVIT OF PARTICIPATION IN
FEDERAL WORK AUTHORIZATION PROGRAM

Comes now _____, first being duly sworn, on my oath and affirms that **Cogent, Inc. d/b/a Vandevanter Engineering** ("Company") is enrolled and will continue to participate in federal work authorization program with respect to employees that will work in connection with the contracted services related to and any incidental items associated with this work for the duration of the contract, if awarded, in accordance with Section 285.530.2, Revised Statutes of Missouri. I also affirm that the Company does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services for the duration of the contract, if awarded. Attached to this affidavit is documentation of the Company's participation in a federal work authorization program.

(ATTACH DOCUMENTATION SHOWING THAT COMPANY PARTICIPATES IN FEDERAL WORK AUTHORIZATION PROGRAM. ALSO ATTACH DRIVER'S LICENSE OR OTHER PROOF OF LAWFUL PRESENCE, AS PROVIDED IN THE GENERAL CONDITIONS - 208.009 RSMo.)

In Affirmation thereof, the facts stated above are true and correct (The undersigned understands that false statements made in this filing are subject to the penalties provided under Section 575.040, RSMo.).

Signature (person with authority)

Printed Name

Title

Date

State of Missouri)

County of _____)

) ss.

Subscribed and sworn to before me this ____ day of _____, 2020.

My commission expires:

Notary Public

EXHIBIT C

N/A

Exhibit D
Insurance

Insurance amounts acceptable to City