

1 **RESOLUTION NO. \_\_\_\_\_**

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3 **A RESOLUTION TO AUTHORIZE THE CITY MANAGER TO ENTER**  
4 **INTO AN ANNUAL CONTRACT WITH GOODYEAR TIRES, LOONEY’S**  
5 **TIRES AND SOUTHERN TIRE MART, IN AN ANNUAL AMOUNT NOT**  
6 **TO EXCEED ONE HUNDRED THOUSAND DOLLARS (\$100,000.00), FOR**  
7 **THE PURCHASE OF COMMERCIAL TIRES FOR CITY VEHICLES, AND**  
8 **TO PERMIT TWO (2) POSSIBLE ONE (1)-YEAR EXTENSIONS OF THIS**  
9 **ANNUAL CONTRACT; AND FOR OTHER PURPOSES.**

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11 **WHEREAS**, the Fleet Services Department has an annual need to purchase Commercial Tires for  
12 various City vehicles and has determined that the most efficient manner to do so is through an Annual  
13 Purchase Agreement; and,

14 **WHEREAS**, by use of the Arkansas State Contract for the purchase of tires, the City is able to select  
15 three (3) different vendors to utilize when the need for a purchase occurs which, among other things, negates  
16 the need for formal competitive bids under Arkansas State Law; and,

17 **WHEREAS**, the use of State Contract No. SP-16-0012 (Goodyear Tires), SP-16-0013 (Michelin  
18 Tires), and SP-16-0014 (Bridgestone Tires), will provide the several brands and styles of tires needed for  
19 the optimal performance of City vehicles;

20 **NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CITY**  
21 **OF LITTLE ROCK, ARKANSAS:**

22 **Section 1.** The City Manager is authorized to enter into an Annual Purchase Agreement with  
23 Goodyear Tires, Looney’s Tires and Southern Tire Mart for Commercial Tires for City vehicles in an annual  
24 amount not to exceed One Hundred Thousand Dollars (\$100,000.00), pursuant to Arkansas State Contract;  
25 provided, that if unforeseen circumstances arise which cause the purchase of additional tires and the City  
26 Manager memorializes these circumstances in writing, then the City Manager may authorize the purchase  
27 of up to an additional Fifty Thousand Dollars (\$50,000.00) for tires in any year in which this contract is in  
28 effect from these vendors pursuant to State Contract without further action of the Board of Directors.

29 **Section 2.** The City Manager has the option to renew this agreement under these terms for one (1)  
30 additional year, and may authorize two (2) such renewals, if it is deemed in the best interests of the City to  
31 do so.

32 **Section 3.** Funds for this purchase are available from Account No. 600013-60320 of the 2017 Fleet  
33 Parts Account.

1       **Section 4. Severability.** In the event any title, section, paragraph, item, sentence, clause, phrase, or  
2 word of this resolution is declared or adjudged to be invalid or unconstitutional, such declaration or  
3 adjudication shall not affect the remaining portions of the resolution which shall remain in full force and  
4 effect as if the portion so declared or adjudged invalid or unconstitutional were not originally a part of the  
5 resolution.

6       **Section 4. Repealer.** All laws, ordinances, resolutions, or parts of the same, that are inconsistent with  
7 the provisions of this resolution, are hereby repealed to the extent of such inconsistency.

8 **ADOPTED: March 21, 2017**

9 **ATTEST:**

**APPROVED:**

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11 \_\_\_\_\_  
12 **Susan Langley, City Clerk**

\_\_\_\_\_ **Mark Stodola, Mayor**

13 **APPROVED AS TO LEGAL FORM:**

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16 **Thomas M. Carpenter, City Attorney**

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