1	<b>RESOLUTION NO.</b>
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3	A RESOLUTION TO SETTLE THREATENED LITIGATION AS TO PAY
4	FOR UNUSED PERSONAL TIME OFF AND SHORT-TERM DISABILITY
5	WITH FORMER MAYOR MARK STODOLA; AND FOR OTHER
6	PURPOSES.
7	
8	WHEREAS, at the end of his term as Mayor of the City of Little Rock, Arkansas, the pay records for
9	Mayor Mark Stodola indicated that he was entitled to payment for 2,281.53 hours of Personal Time Off
10	(PTO) (vacation pay) and 211.73 hours of Short-Term Disability (STD) (sick leave) as one of the benefits
11	comparable to that of the City Manager, and required pursuant to Ark. Code Ann. § 16-61-114 (e)(3) (West
12	Supp. 2019); and,
13	WHEREAS, the combined total for both PTO and STD payouts would be One Hundred Ninety-One
14	Thousand, Seven Hundred Eighty-Nine and 23/100 Dollars (\$191,789.23) pursuant to the policies of the
15	City of Little Rock, Arkansas, for its employees; and,
16	WHEREAS, on December 31, 2018, Mayor Stodola sent a memorandum to the Human Resources
17	Director and asserted his right to payment for all such unused PTO and STD; and,
18	WHEREAS, it is the desire of the Board of Directors of the City of Little Rock, Arkansas, to have
19	this matter resolved so the City can move forward; and,
20	WHEREAS, in lieu of litigation a compromise has been reached which, upon the adoption of this
21	resolution, shall be put into executed form and signed by the appropriate parties prior to the payment of any
22	sums.
23	NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CITY
24	OF LITTLE ROCK, ARKANSAS:
25	Section 1. In settlement of all potential claims against the City, without any admission of fault, and
26	in a desire to compromise adverse claims between the parties and move forward, the Board of Directors
27	agrees to settle litigation with for Mayor Mark Stodola for unpaid PTO and STD accrual in accordance with
28	the following terms and conditions:
29	(a) The City shall pay Mark Stodola the sum of One Hundred Sixty Thousand Dollars
30	(\$160,000.00), less any necessary withholdings, in full accord and satisfaction of any claim
31	Mr. Stodola had, has, or may have in the future, to a claim for payment of unused PTO with
32	the City; and,
33	(b) The City shall accept from Mr. Stodola the donation of 211.73 hours of STD to the Catastrophic
34	Leave Bank in full accord and satisfaction of any claim Mr. Stodola had, has, or may have in
35	the future for payment of unused STD with the City; and,

2	Insurance Coverage, including Dependent Coverage, for an additional period of six (6) months	
3	from the current date such coverage is due to expire.	
4	Section 2. Funds for the payment of One Hundred Sixty Thousand Dollars (\$160,000.00) set forth	in
5	Section (1)(a) of this resolution are available in the 2018 Sick Leave and Vacation Payout Account.	
6	Section 3. Neither party to this compromise admits any legal fault or obligation, and affirmative	ely
7	will assert that this settlement is made voluntarily and in full satisfaction of any past, present, or futu	ure
8	claims by Mr. Stodola of any payments due him by the City of Little Rock, Arkansas, for benefits receive	ed,
9	accrued, or paid, during his tenure as Mayor.	
10	Section 4. Severability. In the event any title, section, paragraph, item, sentence, clause, phrase,	or
11	word of this resolution is declared or adjudged to be invalid or unconstitutional, such declaration	or
12	adjudication shall not affect the remaining portions of the resolution which shall remain in full force a	ınd
13	effect as if the portion so declared or adjudged invalid or unconstitutional was not originally a part of t	the
14	resolution.	
15	Section 5. Repealer. All resolutions, bylaws, and other matters inconsistent with this resolution a	are
16	hereby repealed to the extent of such inconsistency.	
17	ADOPTED: February 19, 2019	
18	ATTEST: APPROVED:	
19		
20		
21	Susan Langley, City Clerk Frank Scott, Jr., Mayor	
22	APPROVED AS TO LEGAL FORM:	
23		
24	Thomas M. Comparton City Attorney	
25	Thomas M. Carpenter, City Attorney	
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27	//	
28 29	// //	
29 30	// //	
30 31	//	
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32 33	// //	
33 34	//	
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(c) The City will permit Mr. Stodola, upon his payment of any proceeds, to extend Health

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