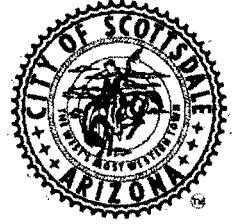


CITY COUNCIL REPORT



Meeting Date: June 23, 2026
General Plan Element: *Provide for the orderly administration of the affairs of the City*
General Plan Goal: *Fiscal management*

ACTION

Adopt Resolution No. 13745 authorizing:

- (1) **Agreement No. 2026-134-COS with Plaintiff Cameron J. Svoboda in the amount of \$100,000.00 to settle all claims in *Cameron J. Svoboda v. City of Scottsdale, et al.*, Case No. CV2026-015612 currently pending in the Maricopa County Superior Court, and**
- (2) **That the City Council authorizes and directs the City Manager, the City Treasurer, and the City Attorney, and their respective staffs, to execute such documents and take such other actions as are necessary to carry out the purpose of the Resolution.**

BACKGROUND

This lawsuit arises from an incident that occurred on or about April 26, 2025, during an outdoor sand volleyball tournament at Scottsdale Ranch Park. Plaintiff Cameron J. Svoboda, a 29-year-old engineer, was attempting to make a play on the ball when his foot impacted a fixed concrete curb surrounding the court. The impact with the curb resulted in injuries to his foot and toes, including deep lacerations, comminuted fractures and dislocation of toes. Plaintiff's injuries required surgical intervention – an open reduction and internal fixation procedure with hardware placement to stabilize the fractures and dislocations, followed by physical therapy and rehabilitation. Plaintiff's medical expenses to date total approximately \$70,000.

If this case were to continue through trial, Plaintiff would likely ask a jury to award an amount in excess of the settlement amount. The proposed settlement of \$100,000 is the result of a negotiated compromise contingent on City Council approval. This will resolve the entirety of Plaintiff's claim, including pain and suffering, permanent injuries and scarring, lost income, as well as past, ongoing and future medical bills.

City staff is recommending that the City Council approve this settlement because the cost, uncertainty, and risk of going forward to trial in this case far outweigh the amount of this negotiated settlement.

Action Taken _____

ANALYSIS & ASSESSMENT

Recent Staff Action

The matter is being handled in-house by the City Attorney's Office and the Safety and Risk Management Division. Staff believes that settlement is in the best interests of the City. Funds are available in the City's FY 2025/26 Safety and Risk Management Division Operating Budget to pay the settlement to Plaintiff Cameron J. Svoboda.

Policy Implications

None.

Significant Issues to be Addressed

None.

Community Involvement

No community involvement is necessary on this item.

RESOURCE IMPACTS

Available funding

The proposed settlement will require a total payment of \$100,000.00 from the City to the Plaintiff. Funds are available in the City's FY 2025/26 Safety and Risk Management Division Operating Budget to pay the settlement to Plaintiff Cameron J. Svoboda. If the settlement is denied, the City will likely spend tens of thousands of dollars in fees and expenses in the defense of this case through trial.

Staffing, Workload Impact

Approval of the proposed settlement brings this claim to a conclusion and will eliminate the need for staff resources from the City Attorney's Office, Safety and Risk Management and other Departments to be spent on this case.

Future Budget Implications

The proposed settlement of \$100,000.00 *may* be included in the City's primary property tax rate for the next year, at the Council's discretion. The eligibility of settlement and judgment payments for possible inclusion in the City's primary property tax rate is based upon an Arizona Attorney General opinion.

OPTIONS & STAFF RECOMMENDATION

Recommended Approach

The City Attorney's Office recommends that the Council adopt Resolution No. 13745 and authorize settlement of this lawsuit as proposed.

Proposed Next Steps

If the settlement is approved, City representative(s) will execute settlement documents as proposed.

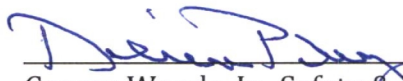
RESPONSIBLE DEPARTMENT(S)

City Attorney's Office – Civil and Safety and Risk Management Divisions

STAFF CONTACTS (S)

George Woods, Jr., Safety and Risk Management Director, gwoods@scottsdaleaz.gov
Luis E. Santaella, City Attorney, lsantaella@scottsdaleaz.gov

APPROVED BY


George Woods, Jr., Safety & Risk Management Director Date 06/18/26
480-312-7040
gwoods@scottsdaleaz.gov

 For City Attorney Luis E. Santaella Date 6/18/26
Luis E. Santaella, City Attorney
(480) 312-2405
lsantaella@scottsdaleaz.gov

ATTACHMENTS

1. Resolution No. 13745
2. Contract No. 2026-134-COS

RESOLUTION NO. 13745

A RESOLUTION OF THE COUNCIL OF THE CITY OF SCOTTSDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING SETTLEMENT IN THE AMOUNT OF \$100,000.00 TO SETTLE CAMERON J. SVOBODA V. CITY OF SCOTTSDALE, ET AL., CASE NO. CV2026-015612, CURRENTLY PENDING IN MARICOPA COUNTY SUPERIOR COURT, AND AUTHORIZING THE MAYOR TO EXECUTE CONTRACT NO. 2026-134-COS

WHEREAS, Plaintiff Cameron J. Svoboda brought suit against the City of Scottsdale alleging damages and injuries arising from an injury during an outdoor sand volleyball tournament at Scottsdale Ranch Park, which occurred on or about April 26, 2025, in Scottsdale, Arizona;

WHEREAS, the City continues to dispute liability but it is in the best interest of the City to effectuate a settlement of all claims against the City arising from the subject incident and which form the basis of the lawsuit, *Cameron J. Svoboda v. City of Scottsdale, et al.*, Case No. CV2026-015612, currently pending in Maricopa County Superior Court;

WHEREAS, the parties have agreed to resolve the disputed issues and compromise all claims by settling herein.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Scottsdale, Maricopa County, Arizona, as follows:

Section 1. That the City Council authorizes the Mayor to execute Contract No. 2026-134-COS on behalf of the City to settle this case in its entirety in the amount of One Hundred Thousand Dollars and No Cents (\$100,000.00) from funds to be paid from the City's Safety and Risk Management Division Operating Budget for the settlement of *Cameron J. Svoboda v. City of Scottsdale, et al.*, Case No. CV2026-015612.

Section 2. That the City Council approves the settlement set forth above and authorizes and directs the City Manager, the City Treasurer, the City Attorney, and their respective staffs to execute such documents and take such other actions as are necessary to carry out the purpose of the Resolution.

PASSED AND ADOPTED by the Council of the City of Scottsdale, Maricopa County, Arizona this ____ day of ____, 2026.

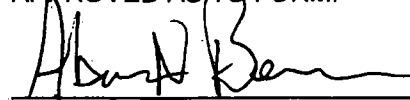
CITY OF SCOTTSDALE, an Arizona
municipal corporation

ATTEST:

Lisa Borowsky, Mayor

Ben Lane, City Clerk

APPROVED AS TO FORM:



Luis E. Santaella, City Attorney

By: Abram N. Bowman, Assistant City Attorney

**SETTLEMENT AGREEMENT
AND GENERAL RELEASE**

This Settlement Agreement and General Release of All Claims ("Agreement") is entered into by and between CAMERON J. SVOBODA ("Plaintiff") and the CITY OF SCOTTSDALE, a municipal corporation, its employees, officers, and agents (the City and its employees, named and unnamed, collectively known as "City"). Plaintiff and City may be referred to jointly as the "Parties".

RECITALS

A. On or about April 26, 2025, Plaintiff Cameron J. Svoboda, a 29-year-old engineer, was participating in an outdoor sand volleyball tournament at Scottsdale Ranch Park in Scottsdale, Arizona. Plaintiff alleges that he stepped on concrete curbing concealed beneath the sand surface during game play. Plaintiff is alleging injuries and damages as a result of the incident.

B. Plaintiff filed a lawsuit against the City in the Superior Court of Maricopa County, Arizona, entitled *Cameron J. Svoboda v. City of Scottsdale, et al.*, Case No. CV2026-015612 alleging damages for injuries he allegedly sustained as a result of the incident.

C. Despite the fact that liability has not been admitted regarding the claim asserted by Plaintiff in the lawsuit and the fact that this claim remains disputed, Plaintiff desires to finally and fully resolve all past, present, and potential disputes, claims, and issues as between the Parties relating to or arising out of Plaintiff's event and the facts and circumstances that gave rise to the Plaintiff's alleged injuries. The Plaintiff and the City desire to avoid further expense, inconvenience, and the distraction of burdensome and protracted litigation. This Agreement is intended to resolve any dispute which may exist between the Parties. The Plaintiff intends to execute this Agreement in order to provide for certain payment in full settlement and discharge of all claims which are, or might have been, brought against the

City as a result of the event, upon the terms and conditions set forth below.

AGREEMENT

In consideration of the promises and releases set forth herein, the Parties agree as follows:

1. *Settlement Payment.* The total payment by the City for the settlement of this claim shall be [ONE-HUNDRED-THOUSAND DOLLARS and 00/100 (\$100,000.00)] which includes any and all claims for costs and attorneys' fees, with the payment to be made to "Cameron Svoboda and his attorneys, KRLG, LLC". Plaintiff acknowledges and agrees that this settlement payment is the full and entire amount that Plaintiff will ever receive from the City in connection with the claims and event described above. Plaintiff acknowledges that any fees due to his counsel shall be Plaintiff's responsibility, and the City will have no further obligation to pay such sums beyond the amount identified above.

2. *All Claims of Any Kind.* In consideration for the terms and promises herein, Plaintiff hereby fully and generally releases and forever discharges the City, its officers, employees and agents, from any and all claims or liabilities of any nature whatsoever to the extent allowed by law that Plaintiff has or claims to have, or may have, against any of them arising out of the event including any expenses and attorneys' fees, regardless of whether or not such claims or liabilities are known to the Parties at the time of the execution of this Agreement. Plaintiff intends by the execution of this Agreement to release all claims against the City and its employees, officers, and agents including any unknown damages and/or injuries.

3. *No Admission of Liability.* It is understood and expressly agreed that neither the payment of the Settlement Payment nor anything contained within this Agreement shall be construed as an admission of any liability whatsoever on the part of the City which has always and is now expressly

denying any liability. The Parties acknowledge and agree that the Settlement Payment is made in compromise and settlement of a disputed claim.

4. *Liens.* Plaintiff warrants that Plaintiff will satisfy any and all valid liens, including, but not limited to, ERISA liens, Medicare or Medicaid liens, liens pursuant to A.R.S. § 33-931 et seq., liens falling under the rubric of *Andrews v. Samaritan Health System*, 201 Ariz. 379, 36 P.3d 57 (App. 2001); *Blankenbaker v. Jonovich*, 205, Ariz. 383, 71 P.3d 910 (Ariz. 2003); *Maricopa County v. Barfield*, 75 P.3d 714 (App. 2003). Plaintiff will indemnify and hold harmless the City, its employees, officers, agents and representatives, from any and all claims, demands, actions and causes of action, and all liability whatsoever, including, but not limited to costs, attorneys' fees or judgment which might arise from an unpaid or unsatisfied hospital or medical bill and/or lien or lien of any other kind which might apply to the proceeds paid herein.

5. *Indemnify and Hold Harmless.* Plaintiff does hereby covenant to indemnify and save harmless the City from and against all claims and demands whatsoever on account of or in any way growing out of the event or its results both to person and property.

6. *General Release.* Plaintiff acknowledges and agrees that this is a General Release. The Plaintiff expressly waives and assumes the risk of any and all claims for damages which exist of this date, but of which the Plaintiff does not know or suspect to exist, whether through ignorance, oversight, error, negligence, or otherwise, and which, if known, would materially affect the Plaintiff's decision to execute this Release. The Plaintiff further agrees that Plaintiff has accepted payment of the sum specified herein as a complete settlement and compromise of matters involving disputed issues of law and fact. The Plaintiff assumes the risk that the facts or law may be other than Plaintiff believes. The Plaintiff understands and agrees that this Agreement is a compromise of disputed claim, and the Settlement

Payment is not to be construed as an admission of liability on the part of the City, by whom liability is expressly denied.

7. *Review of Agreement.* The Plaintiff declares and represents that no promise, inducement or agreement not herein expressed has been made to the Plaintiff and the terms of this Agreement are contractual and not a mere recital. The Parties expressly acknowledge that they have entered this Agreement knowingly and voluntarily and that each party has had the opportunity to receive the advice of counsel with respect to the Agreement and the settlement of this matter.

8. *Binding Nature of Agreement; Assignment.* This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, personal representatives, successors and assigns, except that no party may assign, delegate or transfer any of its rights or obligations under this Agreement without prior written consent of the other party.

9. *Arizona Law.* In the event of any dispute arising from the terms of this Agreement, Arizona law shall apply and govern.

10. *Dismissal with Prejudice.* The Parties shall, as soon as practicable after the execution of this Agreement and receipt of the payment described above, execute a stipulation to dismiss with prejudice the lawsuit entitled *Cameron J. Svoboda v. City of Scottsdale, et al.*, Case No. CV2026-015612 now pending in the Superior Court of Maricopa County, Arizona, with each party to bear their own costs and attorneys' fees.

11. *Entire Agreement.* This Agreement constitutes the entire integrated agreement between the Parties and supersedes any and all prior and/or contemporaneous agreements, promises, representations, negotiations, statements and/or understandings of the Parties.

12. *Counterparts.* This Agreement may be executed in counterparts, each of which will be

deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

06/22/2026

IN WITNESS WHEREOF, I have hereunder set my hand this ____ day of _____, 2026.

By: Cameron J. Svoboda
Cameron J. Svoboda, Plaintiff

Approved as to form and agreeing to satisfy all legally valid liens from the proceeds of this settlement before the settlement funds are disbursed:

KURTZ RILEY LAW GROUP



R. Brian Riley

Austin K. Kurtz

7702 E. Doubletree Ranch Road, Ste. 150

Scottsdale, Arizona 85258

Attorneys for Plaintiff

CITY OF SCOTTSDALE, an Arizona Municipal Corporation

By: _____
Lisa Borowsky
Mayor, City of Scottsdale

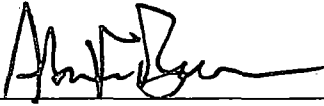
Dated: _____

ATTEST:

Ben Lane, City Clerk

Dated: _____

APPROVED AS TO FORM:

 for City Attorney Luis E. Santaella
Luis E. Santaella, City Attorney
By: Abram N. Bowman, Assistant City Attorney

Dated: _____