

# CITY COUNCIL REPORT



Meeting Date: June 9, 2026  
General Plan Element: *Provide for the orderly administration of the affairs of the City*  
General Plan Goal: *Fiscal management*

## **ACTION**

**Adopt Resolution No. 13705 authorizing:**

- (1) The Mayor to execute Contract No. 2026-113-COS on behalf of the City to settle Beverly Tyson’s claims in the amount of Thirty-Four Thousand Eight Hundred Twelve Dollars and 20/100 Cents (\$34,812.20) from funds to be paid from the City’s Safety & Risk Management Operating Budget, 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**

On February 25, 2026, claimant Beverly Tyson was driving her 2026 GMC Terrain Elevation on Hayden Rd. She started to slow down to allow the vehicle in front of her to turn right onto Osborn Rd. Ms. Tyson alleges that as she slowed her vehicle, she was struck from behind by a Scottsdale Police Department Vehicle. The impact caused damage to both vehicles. Fortunately, Ms. Tyson was not injured in the event.

Ms. Tyson filed a notice of claim and presented the City with an estimate to repair her vehicle. The Safety & Risk Management Division utilized its contractor, Crawford and Company, to complete an independent review of the estimate and an analysis of the vehicle’s Actual Cash Value. A teardown of the vehicle was conducted to determine hidden damage. This resulted in a supplemental total estimate to repair in the amount of \$32,435.23. The Actual Cash Value of the vehicle was less (\$31,542.48), so the vehicle was declared a total loss. The damages allegedly caused by the impact are as follows:

Actual Cash Value:	\$31,542.48
Tear Down & Towing Fess:	\$ 1,497.00
Rental:	\$ 772.72
Loss of Use:	\$ 1,000.00
Total:	\$34,812.20

The City has offered, contingent upon City Council approval, the sum of \$34,812.20 to settle Ms. Tyson's claims against the City.

## **ANALYSIS & ASSESSMENT**

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### **Recent Staff Action**

The claim has been analyzed by the City's Safety & Risk Management Division. The damages were independently evaluated, and the costs submitted by the Claimant align closely with the City's assessment. Settlement of this claim avoids the risk and costs of prolonged litigation. Safety & Risk Management recommends this settlement as being in the best interests of the City.

### **Policy Implications**

None.

### **Significant Issues to be Addressed**

None.

### **Community Involvement**

No community involvement is necessary on this item.

## **RESOURCE IMPACTS**

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### **Available funding**

The proposed settlement will require a total payment of \$34,812.20 from the City to Ms. Tyson. Funds are available in the City's FY 2025/26 Safety & Risk Management operating budget to pay the settlement.

### **Staffing, Workload Impact**

Approval of this settlement will conclude the matter and avoid additional staff time from the City Attorney's office, Safety & Risk Management Division, and other departments.

### **Future Budget Implications**

The proposed settlement may be included in the City's primary property tax rate for next fiscal year. The City of Scottsdale has a long-standing practice of including paid tort settlements equal to or greater than \$20,000 in the City's primary tax rate to reimburse the Self-Insured Risk Management Fund.

**OPTIONS & STAFF RECOMMENDATION**

**Recommended Approach**

Adopt Resolution No. 13705, approving Agreement No. 2026-113-COS and authorizing the settlement of Claimant’s claim against the City for \$34,812.20.

**Proposed Next Steps**

If the Agreement is approved, City representative(s) will take steps necessary to finalize the settlement and issue payment to the Claimant.

**RESPONSIBLE DEPARTMENT(S)**

City Attorney’s Office– Civil and Safety & Risk Management Divisions

**STAFF CONTACTS (S)**

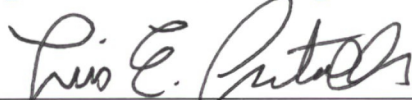
George Woods, Jr., Safety & Risk Management Director  
(480) 312-7040  
[gwoods@scottsdaleaz.gov](mailto:gwoods@scottsdaleaz.gov)

Luis E. Santaella, City Attorney  
(480) 312-2405  
[lsantaella@scottsdaleaz.gov](mailto:lsantaella@scottsdaleaz.gov)

**APPROVED BY**

  
\_\_\_\_\_  
George Woods, Jr., Safety and Risk Management Director  
(480) 312-7040  
[gwoods@scottsdaleaz.gov](mailto:gwoods@scottsdaleaz.gov)

5/27/2026  
Date

  
\_\_\_\_\_  
Luis E. Santaella, City Attorney  
(480) 312-7771  
[lsantaella@scottsdaleaz.gov](mailto:lsantaella@scottsdaleaz.gov)

5/27/2026  
Date

**ATTACHMENTS**

- 1. Resolution No. 13705
- 2. Contract No. 2026-113-COS

RESOLUTION NO. 13705

A RESOLUTION OF THE COUNCIL OF THE CITY OF SCOTTSDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING SETTLEMENT IN THE AMOUNT OF \$34,812.20 OF THE CLAIM OF BEVERLY TYSON, AND AUTHORIZING THE MAYOR TO EXECUTE CONTRACT NO. 2026-113-COS.

WHEREAS, Beverly Tyson filed a claim asserting liability against the City and seeking to recover for damages allegedly suffered because of a traffic collision on or about February 25, 2026 ("the Claim"); and

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 traffic collision; and

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 hereby approves this settlement and authorizes the Mayor to execute Contract No. 2026-113-COS on behalf of the City to settle Beverly Tyson's claims in the amount of Thirty-Four Thousand Eight Hundred Twelve Dollars and 20/100 Cents (\$34,812.20) from funds to be paid from the City's Safety & Risk Management Operating Budget.

Section 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.

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

CITY OF SCOTTSDALE, an Arizona  
municipal corporation

\_\_\_\_\_  
Lisa Borowsky, Mayor

ATTEST:

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Ben Lane, City Clerk

APPROVED AS TO FORM:

A handwritten signature in black ink, appearing to read "Luis E. Santaella", written over a horizontal line.

Luis E. Santaella, City Attorney

By: Lori S. Davis, Chief Deputy City Attorney

**SETTLEMENT AGREEMENT  
AND GENERAL RELEASE**

This Settlement Agreement and General Release of All Claims (“Agreement”) is entered into by and between BEVERLY TYSON (“Claimant”) and the CITY OF SCOTTSDALE, a municipal corporation, its employees, officers, and agents, including, but not limited to, Officer Ava Moniz, the City and its employees, named and unnamed, collectively known as “City”. Claimant and City may be referred to jointly as the “Parties”.

**RECITALS**

A. On or about February 25, 2026 Claimant alleges that she was driving her 2026 GMC Terrain Elevation on Osborn Rd. She started to slow down to allow the vehicle in front of her to turn right. Ms. Tyson alleges that as she slowed her vehicle, she was struck from behind by a Scottsdale Police Department Vehicle. (collectively hereinafter referred to as “event”).

B. Claimant filed a Notice of Claim with the City on or about March 19, 2026 alleging injury and damage she allegedly sustained in the event.

C. Despite the fact that liability has not been admitted regarding the claim asserted by Claimant and the fact that her claims remain disputed, Claimant desires to finally and fully resolve all past, present, and potential disputes, claims, and issues between the Parties relating to or arising out of the event and the facts and circumstances that gave rise to the Claimant’s alleged injuries. The Claimant 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 Claimant 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 THIRTY-FOUR THOUSAND EIGHT HUNDRED TWELVE DOLLARS and 20/100 (\$34,812.20) which includes any and all claims for costs and attorneys' fees, if any, with the payment to be made to "Beverly Tyson". Claimant acknowledges and agrees that this settlement payment is the full and entire amount that Claimant will ever receive from the City in connection with the claims and event described above.

2. *All Claims of Any Kind.* In consideration for the terms and promises herein, Claimant 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 Claimant 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. Claimant 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.* Claimant warrants that Claimant 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). Claimant 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.* Claimant 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.* Claimant acknowledges and agrees that this is a General Release. The Claimant expressly waives and assumes the risk of any and all claims for damages which exist of this date, but of which the Claimant does not know or suspect to exist, whether through ignorance, oversight, error, negligence, or otherwise, and which, if known, would materially affect the Claimant's decision to execute this Release. The Claimant further agrees that Claimant has accepted payment of the sum specified herein as a complete settlement and compromise of matters involving disputed issues of law and fact. The Claimant assumes the risk that the facts or law may be other than Claimant believes. The Claimant 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 Claimant declares and represents that no promise, inducement or agreement not herein expressed has been made to the Claimant 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. *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.

11. *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.

IN WITNESS WHEREOF, I have hereunder set my hand this 28 day of May, 2026.

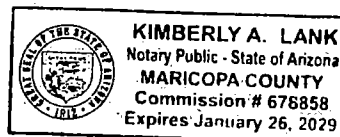
By: [Signature]  
Beverly Tyson, Claimant

SUBSCRIBED AND SWORN to before me this 28 day of May, 2026 by Beverly Tyson.

By: [Signature]  
Notary Public

My Commission Expires

1/26/2029



CITY OF SCOTTSDALE, an Arizona  
Municipal Corporation

By: \_\_\_\_\_  
Lisa Borowsky, Mayor

Dated: \_\_\_\_\_

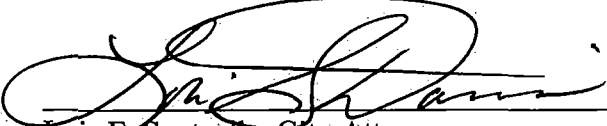
ATTEST:

\_\_\_\_\_  
Ben Lane, City Clerk

Dated: \_\_\_\_\_

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY

  
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Luis E. Santaella, City Attorney  
By: Lori S. Davis, Chief Deputy City Attorney

Dated: May 27, 2026