

CITY COUNCIL REPORT



Meeting Date: March 24, 2026
 General Plan Element: ***Provide for the orderly administration of the affairs of the City***
 General Plan Goal: ***Fiscal management***

ACTION

Adopt Resolution No. 13636 authorizing Agreement No. 2026-049-COS with Petitioner Lieutenant David Weaver in the amount of \$22,000.00 to settle all claims in *Weaver v. The City of Scottsdale, et al.*, Case No. CV2025-001822 currently pending in the Superior Court of the State of Arizona, Maricopa County.

BACKGROUND

A Scottsdale Police Department lieutenant filed a Special Action complaint, *David Weaver v. The City of Scottsdale Personnel Board; Bruce Washburn, in his official capacity as a member and Chair of the City of Scottsdale Personnel Board; Barbara Burns in her official capacity as a member and Vice Chair of the City of Scottsdale Personnel Board; Erica Padish-Hoebing in her official capacity as a member of the City of Scottsdale Personnel Board, and City of Scottsdale*, Case No. CV 2025-01822, in the Superior Court of Maricopa County, following an Internal Affairs investigation, Personnel Board hearing, and his receiving discipline for insubordination and unprofessional conduct, which he had admitted. The lieutenant claimed a violation of the Peace Officer's Bill of Rights in the process of the Internal Affairs investigation. In a Minute Entry filed on February 17, 2026, the court issued a decision adverse to the City's interests, and the City could appeal that decision. However, the parties have since negotiated a proposed resolution of this matter, wherein the City pays the sum of \$22,000 to AZCOPS and the discipline originally issued shall remain intact.

City staff is recommending that the City Council approve this settlement because the cost and uncertainty of proceeding further through an appeal of this case outweigh the amount of the negotiated settlement.

ANALYSIS & ASSESSMENT

Recent Staff Action

The City Attorney's Office has handled this matter in-house and will continue to do so.

Policy Implications

None.

Action Taken _____

Significant Issues to be Addressed

None.

RESOURCE IMPACTS

Available funding

The proposed settlement will require a total payment of \$22,000.00 from the City to AZCOPS as set forth in the settlement agreement.

Staffing, Workload Impact

Approval of the proposed settlement brings this claim to a final conclusion and will eliminate the need for staff resources from the City Attorney's Office, Human Resources, Scottsdale Police Department and other Departments to be spent on this case.

Future Budget Implications

None.

OPTIONS & STAFF RECOMMENDATION

Recommended Approach

The City Attorney's Office recommends that the Council adopt Resolution No. 01636 authorizing settlement of this case 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 Division

STAFF CONTACTS (S)

Luis E. Santaella, Interim City Attorney, lsantaella@scottsdaleaz.gov

APPROVED BY



Luis E. Santaella, Interim City Attorney
(480) 312-7771
lsantaella@scottsdaleaz.gov

3/10/2026

Date

ATTACHMENTS

1. Resolution No. 13636
2. Contract No. 2026-049-COS

RESOLUTION NO. 13636

A RESOLUTION OF THE COUNCIL OF THE CITY OF SCOTTSDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING SETTLEMENT IN THE AMOUNT OF \$22,000.00 TO SETTLE *DAVID WEAVER v. THE CITY OF SCOTTSDALE, ET AL.*, CASE NO. CV2025-01822, IN THE SUPERIOR COURT OF THE STATE OF ARIZONA COUNTY OF MARICOPA, AND AUTHORIZING THE MAYOR TO EXECUTE CONTRACT NO. 2026-049-COS.

WHEREAS, Scottsdale Police Lieutenant David Weaver initiated a Special Action complaint entitled *David Weaver v. The City of Scottsdale Personnel Board; Bruce Washburn, in his official capacity as a member and Chair of the City of Scottsdale Personnel Board; Barbara Burns in her official capacity as a member and Vice Chair of the City of Scottsdale Personnel Board; Erica Padish-Hoebing in her official capacity as a member of the City of Scottsdale Personnel Board, and City of Scottsdale*, Case No. CV2025-001822 in the Superior Court of the State of Arizona County of Maricopa, alleging violation of the Peace Officer's Bill of Rights, A.R.S. § 38-1104, *et seq.*, and other claims related to the City's investigation of Lt. Weaver, the discipline that was issued, and his appeal of the discipline;

WHEREAS, the Superior Court of the State of Arizona County of Maricopa issued a decision adverse to the City in the Special Action;

WHEREAS, it is in the best interest of the City to effectuate a settlement of all claims related to Lt. Weaver's disciplinary process and which form the basis for of the Special Action; 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 authorizes the Mayor to execute Contract No. 2026-049-COS on behalf of the City to settle and resolve *David Weaver v. City of Scottsdale, et al.*, Case No. CV2025-01822 in its entirety with the amount of Twenty-Two Thousand Dollars and No Cents (\$22,000.00) to be paid by the City to AZCOPS; and

Section 2. That the City Council approves the settlement set forth above and 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 24th day of March, 2026.

CITY OF SCOTTSDALE, an Arizona
municipal corporation

ATTEST:

Lisa Borowsky, Mayor

Ben Lane, City Clerk

APPROVED AS TO FORM:



Luis E. Santaella, Interim City Attorney

**SETTLEMENT AGREEMENT
AND GENERAL RELEASE**

This Settlement Agreement and General Release of All Claims ("Agreement") is entered into by and between DAVID WEAVER, ("Petitioner") and the CITY OF SCOTTSDALE, a municipal corporation, its employees, officers, and agents, including, but not limited to, CITY OF SCOTTSDALE PERSONNEL BOARD, BRUCE WASHBURN, BARBARA BURNS and ERICA PADISH-HOEBING ("City" or "Respondents"). Petitioner and City may be referred to jointly as "the Parties".

RECITALS

A. On or about April 5, 2023, Petitioner Weaver was issued a Notice of Investigation pursuant to A.R.S. § 38-1104(A)(2) for allegations of unprofessional conduct and insubordination concerning an order to serve a search warrant one day earlier. Following the investigation Petitioner was issued an 80-hour unpaid disciplinary suspension. Petitioner appealed this disciplinary action to the City of Scottsdale Personnel Board for review. The Parties participated in a multi-day appeal hearing before the Personnel Board, during which Petitioner argued that the City violated provisions of the Peace Officer's Bill of Rights ("POBR") during the course of the disciplinary investigation and that the Board should consider mitigation of Petitioner's discipline. The Personnel Board concluded that the City did not violate the POBR and recommended that the City Manager uphold the disciplinary suspension as issued. Upon review, the City Manager upheld that decision.

B. Petitioner filed a Special Action against the City in the Superior Court of Maricopa

County, Arizona, entitled *David Weaver v. The City of Scottsdale Personnel Board, Bruce Washburn in his official capacity as a member and Chair of the City of Scottsdale Personnel Board, Barbara Burns in her official capacity as a member and Vice Chair of the City of Scottsdale Personnel Board, Erica Padish-Hoebing as a member of the City of Scottsdale Personnel Board and City of Scottsdale as the Real Party in Interest*, Case No. CV2025-001822 alleging that the Respondents violated the POBR and that Petitioner was entitled to have the Personnel Board and City Manager consider the alleged violation as potentially mitigating factor in his discipline. On February 17, 2026, Judge Erik Thorson issued a minute entry finding a violation of the POBR and remanding the case to the Scottsdale Personnel Board to consider mitigation of the discipline issued to Petitioner. The Court further ordered that the Parties comply with Arizona Rules of Procedure for Special Action regarding submitting a proposed form of judgment and an application for Petitioner's costs and attorney fees. Respondents' time to appeal the Court's judgment in the Special Action has not expired.

C. Despite the fact that Petitioner's claims remain disputed and the Court's Special Action findings remain appealable, the Parties wish to finally and fully resolve all past, present, and potential disputes, claims, appeals and issues as between the Parties, including attorneys' fees and costs, relating to or arising out of the discipline issued Petitioner, the Personnel Board appeal hearing and Special Action findings regarding same. The Petitioner and Respondents desire to avoid further expense, inconvenience, and the distraction of burdensome and protracted litigation, including attorneys' fees and costs and any appeal of the Special Action or further hearing of Petitioner's discipline by the Personnel Board. This Agreement is intended

to resolve any dispute which may exist between the Parties. Petitioner 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 Petitioner's disciplinary suspension, the subsequent Personnel Board appeal hearing and Special Action, 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 TWENTY-TWO THOUSAND DOLLARS and 00/100 (\$22,000.00) which includes any and all claims for costs and attorneys' fees, with the payment to be made to "AZCOPS (The Arizona Conference of Police and Sheriffs)". Petitioner acknowledges and agrees that this settlement payment is the full and entire amount that Petitioner will ever receive from the City in connection with the claims described above. Petitioner acknowledges that any fees due to his counsel shall be Petitioner'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, Petitioner hereby fully and generally releases and forever discharges Respondents, 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 Petitioner has or claims to have, or may have, against any of them arising out of Petitioner's disciplinary suspension, the subsequent Personnel Board appeal

hearing and Special Action, including Petitioner's waiver of any further review or consideration of his disciplinary suspension – which shall remain intact and undisturbed – and 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. Petitioner intends by the execution of this Agreement to release all claims against the City and its employees, officers, and agents including any further review of his disciplinary suspension and 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 Respondents which have always and are 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. *Mutual Respect and Goodwill.* The Parties collectively warrant that this Agreement is intended to amicably resolve a genuine dispute of statutory interpretation between them. The Parties further acknowledge their mutual desire to move forward respectfully following execution of this Agreement, and that the City values its employees and strives to do what is best for them. The Parties agree to make good-faith efforts to preserve the dignity and standing of the other in any context where reference to the other Party may arise. Nothing in this provision shall prohibit either Party from making truthful statements as required by law, regulatory obligation, or valid court order, or from providing truthful information to legal counsel in the course of privileged communication. The Parties acknowledge an ongoing

employment relationship between them at the time this Agreement is entered. Nothing in this provision shall be construed to prohibit, penalize, or chill the exercise of any right protected under the First Amendment to the United States Constitution, or any applicable federal or state whistleblower protection statute. Nothing in this provision prevents the City from managing or evaluating the Petitioner's job performance, conducting investigations, or imposing discipline consistent with the law and applicable City policies, provided that any such City communications are made in good faith. Nothing in this provision prevents Petitioner from utilizing established internal complaint, grievance, or appeal procedures, provided that Petitioner's communications are made in good faith and directed through appropriate and designated channels for these communications. The obligations of this provision of the Agreement shall remain in effect for a period of five years from the effective date of this agreement.

5. *Hold Harmless.* Petitioner 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 and attorneys' fees which might apply to the proceeds paid herein.

6. *General Release.* Petitioner acknowledges and agrees that this is a General Release. The Petitioner expressly waives and assumes the risk of any and all claims for damages which exist of this date, but of which the Petitioner does not know or suspect to exist, whether through ignorance, oversight, error, negligence, or otherwise, and which, if known, would materially affect the Petitioner's decision to execute this Release. The Petitioner further agrees that

Petitioner has accepted payment of the sum specified herein as a complete settlement and compromise of matters involving disputed issues of law and fact. The Petitioner assumes the risk that the facts or law may be other than Petitioner believes. The Petitioner understands and agrees that this Agreement is a compromise of a disputed claim, and the Settlement Payment is not to be construed as an admission of liability on the part of the Respondents, by whom liability is expressly denied.

7. *Review of Agreement.* The Petitioner declares and represents that no promise, inducement or agreement not herein expressed has been made to the Petitioner 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. *Arizona Law.* In the event of any dispute arising from the terms of this Agreement, Arizona law shall apply and govern.

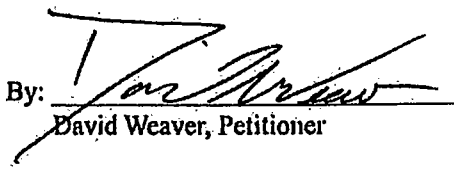
9. *Dismissal with Prejudice.* The Parties shall, as soon as practicable after the execution of this Agreement and receipt of the payment described above, execute a stipulation to dismiss with prejudice the lawsuit entitled *David Weaver v. City, et al.*, Case No. CV2025-001822 now pending in the Superior Court of Maricopa County, Arizona, with each party to bear their own costs and attorneys' fees.

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.

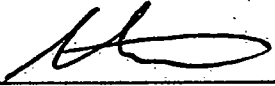
IN WITNESS WHEREOF, I have hereunder set my hand this 14th day of March, 2026.

By: 

David Weaver, Petitioner

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

STEVEN J. SERBALIK, P.L.C.

By: 

Steven J. Serbalik
4925 E. Desert Cove Ave Unit 116
Scottsdale, Arizona 85254
steveserbalik@gmail.com
Attorney for Petitioner

CITY OF SCOTTSDALE, an Arizona Municipal Corporation

By: _____

Lisa Borowsky
Mayor, City of Scottsdale

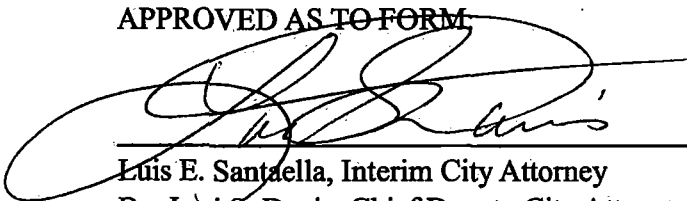
Dated: _____

ATTEST:

Ben Lane, City Clerk

Dated: _____

APPROVED AS TO FORM



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

Dated: March 16, 2026