

**PUBLIC SAFETY AND THE POLICE DEPARTMENT COMMITTEE**  
**Bond**  
**Radtka**  
**Moseley**

**ORDINANCE NO. 6-2026**

**AN ORDINANCE AUTHORIZING THE VILLAGE OF LORDSTOWN TO SETTLE A PENDING DISPUTE WITH MICHELE MERCER AND THE OHIO PATROLMEN'S BENEVOLENT ASSOCIATION IN CONNECTION WITH CASE NO. 250813-08732 WITH THE FEDERAL MEDIATION AND CONCILIATION SERVICE AGENCY AND DECLARING AN EMERGENCY.**

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF LORDSTOWN, COUNTY OF TRUMBULL, STATE OF OHIO:**

**Section I:** That, on July 10, 2025, Michele Mercer filed a grievance against the Village of Lordstown based on the denial of her request to purchase her duty gun.

**Section II:** That, on August 4, 2025, Village Council voted not to sell the duty gun to Michele Mercer.

**Section III:** That, on August 5, 2025, the Ohio Patrolmen's Benevolent Association advanced the grievance to arbitration, being Case No. 250813-08732.

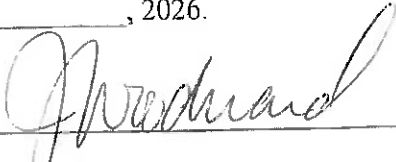
**Section IV:** That, in conjunction with said arbitration, Michele Mercer, the Ohio Patrolmen's Benevolent Association, and the Village of Lordstown have reached an agreement to resolve the issue by selling to Michele Mercer her duty gun for the sum of One Dollar (\$1.00) in accordance with the terms of the Settlement Agreement and Release attached hereto as Exhibit "A".

**Section V:** That Village Council hereby authorizes the Mayor and Clerk to execute the Settlement Agreement and Release, the terms and conditions of which are more specifically detailed in the attached Exhibit "A" and are incorporated by reference and made a part of this Ordinance.

**Section VI:** That this Ordinance shall be adopted as an emergency measure necessary for the public health, safety and welfare and for the further reason that the Settlement Agreement must be approved in a timely manner due to pending arbitration and to ensure the expeditious settlement of this dispute.

**Section VII:** That the passage of this Ordinance and all deliberations relating to the passage of this Ordinance were held in open meetings in accordance with the provisions of Ohio Revised Code Section 121.22.

Passed in Council this 17 day of February, 2026.

, Mayor

, Clerk

## SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release ("Agreement") is entered into by and between: (1) Michele Mercer ("Mercer"); (2) the Ohio Patrolmen's Benevolent Association ("OPBA"); and (3) the Village of Lordstown, Ohio ("Village"), effective as of the execution date below.

### WITNESSETH:

WHEREAS, on July 10, 2025, Mercer filed a grievance against the Village based on the denial of her request to purchase her duty gun for \$1.00, pursuant to Article 15 of the Collective Bargaining Agreement between the Village and the OPBA;

WHEREAS, on August 4, 2025, following the Step Three Grievance, Village Council voted to not sell the duty gun to Mercer on the grounds that she did not retire, but rather, resigned from the Village.

WHEREAS, on August 5, 2025, the OPBA advanced the grievance to arbitration, being Case No. #250813-08732 with the Federal Mediation and Conciliation Service agency ("Arbitration Case");

WHEREAS, the Parties hereto, intending to bind themselves, their affiliates, board members, council members, officers, successors, employees, and assigns, desire to settle and resolve their differences; and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. The Village shall sell to Mercer her duty gun for \$1.00. The duty gun shall be the same duty gun that was used by Mercer during her employment with the Village. The Village shall keep the duty gun in good working order prior to payment. If the duty gun is not in good working order by the date of payment, the Village shall supply a replacement duty gun.

2. For good and valuable consideration, Mercer shall, and by execution of this Agreement does, fully release and forever discharge the Village as well as its council members, elected officials, officers, employees, agents, representatives, attorneys, insurers, from any and all claims, demands, actions and causes of action of any nature, whether statutory or at common law and whether known or unknown, that Mercer may have against the Village, including any claims arising out of or in any way connected with her employment at the Village, as of the execution date of this Agreement and shall dismiss the Arbitration Case with prejudice. However, this provision does not include any current or future Worker's Compensation claims Mercer may have, pursuant to Ohio Revised Code 4123.80.

3. Mercer agrees that she has entered into this Agreement freely and voluntarily and has been fairly represented by the OPBA and waives any claims regarding the Duty of Fair Representation against the OPBA. Mercer further releases any additional claims she, or her assigns, has against the OPBA arising out of the handling or settlement of the issues herein.

4. The Parties agree and acknowledge that they have been given a reasonable period of time within which to consider this Agreement and to fully review and discuss the terms of this Agreement with their respective attorneys. The Parties acknowledge that they understand and accept the terms of this Agreement and enter into it voluntarily.

5. The consideration cited above, and the promises contained herein are non-precedent setting and made for the purpose of amicably resolving the Arbitration Case and are not to be construed as an admission of liability by either party.

6. The invalidity or unenforceability of any provision of the Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall nevertheless remain in force and effect.

7. This Settlement Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS THEREOF, The Parties have hereunto affixed their signatures effective as of the day and year first written below.

MICHELE MERCER

Michele Mercer Date: 2-3-2026

THE OHIO PATROLMEN'S BENEVOLENT  
ASSOCIATION

Annmarie J. Hays Date: 2/3/2026

THE VILLAGE OF LORDSTOWN, OHIO

By: Woodward Date: 2-17-26  
Mayor

By: [Signature]  
Clerk

APPROVED AS TO FORM:

VILLAGE OF LORDSTOWN SOLICITOR