



**TOWN OF LOXAHATCHEE GROVES
TOWN COUNCIL SPECIAL MEETING
TOWN HALL COUNCIL CHAMBERS – 155 F. Road, Loxahatchee Groves, FL 33470
Monday, June 1, 2026**

TOWN COUNCIL AGENDA ITEMS

CALL TO ORDER

Mayor El-Ramey called the meeting to order at 7:00 P.M.

PLEDGE ALLEGIANCE AND MOMENT OF SILENCE

Mayor El-Ramey led the pledge of allegiance and moment of silence.

ROLL CALL

Mayor Lisa El-Ramey, Vice Mayor Manish Sood, Councilmember Paul Coleman, Councilmember Anita Kane, Councilmember William “Joe” Stephens, Acting Town Manager Valerie Oakes, Outside Special Counsel Johnneka Simpson from Gray Robinson, and Acting Town Clerk Kenthia White.

ADDITIONS, DELETIONS, AND MODIFICATIONS

MOTION: COUNCILMEMBER KANE/ COUNCILMEMBER COLEMAN MOVED TO APPROVE THE AGENDA. MOTION PASSED (5-0).

PUBLIC COMMENTS ON NON-AGENDA ITEMS

No public comments were received on non-agenda items.

ADDITIONS, DELETIONS AND/OR MODIFICATIONS

MOTION: COUNCILMEMBER KANE/ COUNCILMEMBER COLEMAN MOVED TO APPROVE THE CONSENT AGENDA. MOTION PASSED (5-0).

REGULAR AGENDA**1. Follow up to Negotiations for Town Manager Contract**

Special Counsel Johnneka Simpson, from Gray Robinson, presented an update on current negotiations. Ms. Simpson mentioned that she had received news that opposing Counsel had denied the Town's latest counteroffer of 10 weeks paid severance (not inclusive of any paid administrative leave already paid), and the contractually obligated paid time off. She stated that Ms. Ramaglia rejected this offer and presented two counterproposals: (1) acceptance of her retirement with pay through September 30, 2026, or (2) payment of the full 20-week severance as provided under the employment agreement. Both options included payment of accrued PTO, and the Town Manager agreed to forfeit the FSA.

Ms. Simpson confirmed that negotiations had reached an impasse.

Mayor El-Ramey presented a written motion to terminate the employment of Town Manager Ramaglia with-cause, effective immediately. The written motion detailed provisions under which she believed a with-cause termination is constituted (See Exhibit A). She noted that these matters were supported by documentation and eyewitness accounts, and that they had not been introduced publicly earlier on the advice of Special Counsel, as a negotiating tactic.

Vice Mayor Sood spoke in support of the motion, emphasizing the Council's responsibility for public accountability, integrity, and transparency in government.

Councilmember Coleman reiterated his view from previous negotiation discussions that the most economically responsible course was to settle as with-cause termination could likely lead to high legal costs in litigation.

Town Council had discussed that the following options of paying through the end of the contract compared to paying without cause the 20-week termination. There was a question as to whether an economic settlement without cause would provide the Town with a release of claims, while simply paying out the contract to accept retirement would not.

Ms. Simpson confirmed that a release would be attached to a without-cause termination, and that while a release in the retirement/pay-out-the-contract scenario had not yet been discussed with the Town Manager's Counsel, it could not be ruled out.

Councilmember Stephens asked if Election interference was a part of the included allegations for with-cause termination.

Ms. Simpson clarified that was a part of the allegations. She reiterated that from a strictly economic standpoint, settling remained the more feasible option, but clarified that this position was not a statement that the issues lacked merit or could not support a with-cause termination. She recommended that a formal investigation be conducted to substantiate the documented claims before proceeding, given the Town Manager's Counsel's stated intention to litigate if terminated for cause.

Mayor El-Ramey opened public comments.

Todd McLendon urged the Council to accept the 20-week severance as litigation could be costly.

Mayor El-Ramey closed public comments.

MOTION: MAYOR EL-RAMEY/ VICE MAYOR SOOD MOVED TO TERMINATE TOWN MANAGER RAMAGLIA WITH CAUSE EFFECTIVE IMMEDIATELY. MOTION FAILED (3-2), WITH COUNCILMEMBER KANE AND COUNCILMEMBER COLEMAN OPPOSED.

(Please see Exhibit A for the full motion)

After the initial motion from Mayor El-Ramey, Vice Mayor Sood made a motion to initiate an investigation regarding performance matters of Town Manager Ramaglia, with the help of Ms. Simpson's firm.

Mayor El-Ramey noted that Acting Town Manager Oakes had reached out to other firms about the matter and all the firms were generally at a rate of \$300 per hour, which is the same as Ms. Simpson's firm's rates.

Ms. Simpson noted her firm Gray Robinson has a labor and employment branch that deals with matters similar to these.

Acting Manager Oakes suggested capping the initial authorization at 40 hours, which at \$300 per hour would amount to approximately \$12,000, allowing counsel to conduct preliminary investigative work and present findings and a further recommendation to the Council.

Vice Mayor Sood also asked whether a recently passed referendum vote that changed the threshold for termination of the Town Manager to a 3-2 vote could be applied retroactively to the Town Managers contract.

Ms. Simpson stated she would need to do further research to appropriately answer the question.

MOTION: VICE MAYOR SOOD/ COUNCILMEMBER STEPHENS MOVED TO AUTHORIZE SPECIAL COUNSEL TO PURSUE 40 HOURS OF

INVESTIGATION TIME INTO THE OPERATIONAL PERFORMANCE MATTERS OF THE TOWN MANAGER. MOTION PASSED (3-2), WITH COUNCILMEMBER KANE AND COUNCILMEMBER COLEMAN DISSENTING.

TOWN STAFF COMMENTS

There were no town staff comments were made.

TOWN COUNCIL COMMENTS

Councilmember Anita Kane made an announcement about an upcoming meeting at the Belle Glade library on June 30 from 6:00 PM to 8:00 PM regarding the countywide master transportation plan.

ADJOURNMENT

Meeting was adjourned at Councilmember Kane and seconded by Councilmember Coleman. Motion passed (5-0). Meeting adjourned at 8:07 P.M.

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

ATTEST:

Signed by:

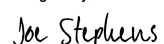
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Town Clerk

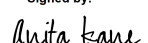
Signed by:

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Mayor Lisa El-Ramey, Seat 2

Signed by:

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Vice Mayor Manish Sood, Seat 5

Signed by:

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Councilmember William "Joe" Stephens, Seat 1

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Councilmember Anita Kane, Seat 3

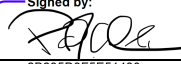
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Councilmember Paul Coleman II, Seat 4

Exhibit "A"

Based on extensive documentation, eyewitness accounts, and a pattern of conduct over a significant period and subsequent to administrative leave, it is clear the Town Manager has engaged in multiple violations that meet the definition of "With Cause" termination under the Agreement. Specifically, her actions and inactions may constitute:

- Misfeasance, malfeasance, and/or nonfeasance in the performance of her duties and responsibilities (XIII.B.2.a);
- Neglect of duty, including the unwillingness or inability to properly discharge the responsibilities of the office (XIII.B.2.c);
- Violation of substantive Town policies, rules, and regulations, including the Human Resources Policy Manual and Procurement Policy (XIII.B.2.d);
- Commission of acts that have caused the Town disrepute (XIII.B.2.f); and
- Violations of state and local ethics laws and codes, including the Florida Code of Ethics, Palm Beach County Code of Ethics, and standards under the International City/County Management Association Code of Ethics (XIII.B.2.g).

These conclusions are supported by the Town Manager Position Description (as advertised in 2022), which requires the Town Manager to:

- Faithfully execute all laws, Charter provisions, and acts of the Council;
- Provide proper administration and supervision over all Town employees and administrative affairs;
- Maintain fiscal responsibility and proper oversight of the Town's operations, budget, and personnel;
- Ensure accurate and unbiased information is provided to the Council; and
- Exercise independent judgment and discretion in a manner consistent with the Council-Manager form of government.

Prior to an investigation, documentation and eyewitness accounts support the following, but are not limited to:

- Serious financial and procurement irregularities, including failure to remove former employees from bank account access, failure to follow policy on payroll oversight, improper use of spending authority, failure to provide oversight on credit card expenditures and electronic fund transfers, and inadequate oversight of consultants and vendors on performance and deliverables;
- Mismanagement of personnel matters, including failure to properly execute drug free workplace policy, failure to remove former employees from benefits resulting in additional costs to the town;

Exhibit "A"

- Selective and inconsistent code enforcement, including refusal to act on legitimate complaints;
- Subversion or inaction on Council direction;
- Interference with Council Members' rights to information;
- Provision of false or misleading information to government agencies, Council, residents, and in official proceedings;
- Failure to implement critical strategic planning tools, including mitigation of identified problems in both internal and external SWOT analysis;
- Interference with independent external SWOT analysis to edit report language prior to receipt by Council;
- Unauthorized actions, creation and implementation of policy, excessive use of legal, HR, and accounting services, use of funds and resources to investigate residents, and exceeding administrative authority;
- Violation of terms of paid administrative leave; and
- Other acts that have undermined the public trust and integrity of Town government.

These are not isolated incidents, but represent a pattern of behavior that materially impair the effective operation of Town government and violate the fundamental obligations outlined in both the Town Manager Employment Agreement and Position Description. Despite good-faith efforts to resolve this matter through negotiation of an accelerated separation, these efforts have failed. In spite of some assertions, that there are no grounds for termination with cause, the above demonstrates otherwise.

In conclusion, pursuant to Section XIII.B of the Town Manager Employment Agreement between the Town of Loxahatchee Groves and Francine L. Ramaglia, and consistent with Section 4 of the Town Charter, I make a motion to terminate the employment of Town Manager Francine L. Ramaglia for cause, effective immediately.