

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: August 25, 2026

☒ Consent

☐ Regular

☐ Workshop

☐ Public Hearing

Department: Office of Financial Management and Budget

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: a settlement agreement with Sergio and Alma D. Morales to reduce a Code Compliance lien on their property to \$11,720, with an up-front payment in the amount of \$5,000 and the remainder to be paid over an 18-month period in equal installments.

Summary: On December 4, 2020, a Code Compliance Special Magistrate (CCSM) issued an order in Case No. 2020-02050012 giving Sergio and Alma D. Morales (the Morales) 60 days to trim hedges in excess of maximum height requirements (Part A), 270 days to obtain permits for fencing, a driveway, and a screened rear porch constructed without a building permit (Part B), and 547 days to obtain a permit for the installation of a residential addition constructed without a permit (Part C) at their property located at 633 Troy Blvd, West Palm Beach (the Property). Compliance with the CCSM's orders was not timely achieved, resulting in the imposition of a \$50 fine per day for Part A, Part B, and Part C of the violations. The CCSM executed two (2) orders imposing a lien against the Property on November 9, 2021 and April 5, 2023, for failure to comply with Part B and Part C, respectively.

The Code Compliance Division (Code Compliance) issued an affidavit of compliance for the property stating the violations were corrected for Part B on January 17, 2025 and Part C on June 16, 2025. The total fine amount on May 11, 2026, the date on which settlement discussions began, amounted to \$117,198.60. The Morales have agreed to pay Palm Beach County (County) \$11,720 (10%) for the full settlement of the outstanding code compliance lien. Mrs. Morales has agreed to pay \$5,000 upon approval of the settlement agreement, with the remaining balance of \$6,720, to be paid in equal monthly installments. The County will release the lien once all amounts owed are paid. This is a homestead property. **District 2 (SF)**

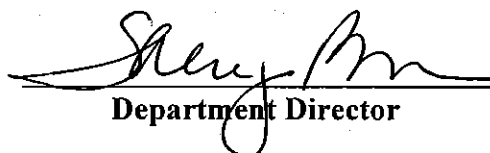
Background and Justification: The Morales purchased the property in May 1994. In February 2020, Code Compliance received a complaint regarding a deck constructed within the setbacks without a permit. A code compliance officer inspected the property and identified multiple violations. A notices of violation were subsequently issued. Between February 2020 and June 2022, Code Compliance conducted four (4) site inspections to assist the owners in bringing the property into compliance. Mrs. Morales attended the hearing and was given approximately nine (9) months for Case B and 18 months for Case C. Mrs. Morales remained in regular communication with the code compliance officer. Financial hardship and bereavements contributed to delays in reaching compliance.

Settlement offers that reduce any debt amount due to the County by more than \$2,500 require the approval of the Board of County Commissioners (BCC), per Countywide PPM CW-F-048.

Attachments:

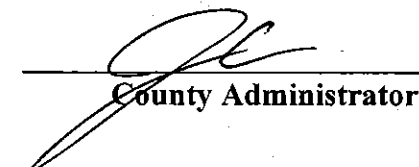
1. Settlement Agreement with Payment Plan

Recommended by:


Department Director

6/29/2026
Date

Approved by:


County Administrator

7-15-26
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2026	2027	2028	2029	2030
Capital Expenditures					
Operating Costs					
External Revenues	(11,720)				
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	(11,720)				
#ADDITIONAL FTE					
POSITIONS (CUMULATIVE)					

Is item included in Current Budget? Yes ☐ No ☒
Is this item using Federal Funds? Yes ☐ No ☒
Is this item using State Funds? Yes ☐ No ☒

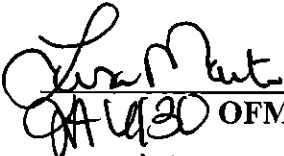
Budget Account No.: Fund 0001 Department 600 Unit 6241 Object 5900

B. Recommended Sources of Funds/Summary of Fiscal Impact:

C. Departmental Fiscal Review:

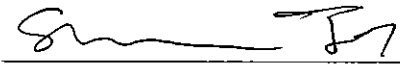
III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Dev. and Control Comments:


OFMB
6/30/26
myj
6/29/26

N/A
Contract Dev. and Control

B. Legal Sufficiency:


Assistant County Attorney

C. Other Department Review:

N/A
Department Director

This summary is not to be used as a basis for payment)

SETTLEMENT AGREEMENT
ON CODE COMPLIANCE LIEN

THIS SETTLEMENT AGREEMENT (the "Agreement"), is executed effective as of August 25, 2026, by and between Palm Beach County, a political subdivision of the State of Florida (the "County") and Sergio Morales and Alma D. Morales (the "Owners") collectively referred to as the "Parties."

RECITALS

WHEREAS, the County previously imposed and recorded a Code Compliance lien (the "Lien") in Case: C-2020-02050012 against 633 Troy Blvd, West Palm Beach ("the Property"), which is owned by the Owners, for violations of the Palm Beach County Code of Ordinances;

WHEREAS, the Owners have requested a reduction of the Lien and provided documentation regarding the mitigating circumstances that warrant a lien reduction;

WHEREAS, the County has agreed to compromise the total amount owed under the terms set forth in this Agreement.

In consideration of the mutual promises contained herein, the Parties agree as follows:

1. Incorporation by reference

The recitals above are affirmed and incorporated herein by reference.

2. Settlement Amount

2.1 The County agrees to reduce the Lien from \$117,198.60¹ to a total settlement amount of \$11,720 ("Settlement Amount").

2.2 The Owners agree to pay the Settlement Amount as follows:

- A. \$5,000.00 due upon execution of this Agreement.
- B. \$6,720 to be paid in eighteen (18) equal monthly installments, beginning October 1, 2026, in accordance with **Exhibit A**.

3. Payment Methods

All payments to PBC shall be made payable to Palm Beach County Board of County Commissioners and shall be delivered as follows: Palm Beach County, Attn: Office of Financial Management and Budget, 301 North Olive Avenue, 7th Floor, West Palm Beach, FL 33401.

¹ The liens for Case: C-2020-02050012 are \$55,424.30 Part B and \$61,774.30 Part C.

4. No Early Payment Penalty

The Owners may prepay any portion of the Settlement Amount at any time. There shall be no penalty or additional charge for early payment.

5. Release of Lien

Upon full and timely payment of the Settlement Amount, the County shall release and satisfy the Lien of record; and provide written confirmation of satisfaction to the Owners. Within sixty days of the full and timely payment of the Settlement Amount, the County will record the release and/or satisfaction of the Lien in the public records of Palm Beach County.

6. Breach and Remedies

5.1 A breach occurs if the Owners fail to make any payment when due or otherwise fail to comply with this Agreement.

5.2 Upon breach, and after providing written notice and a ten (10) day opportunity to cure, the County may:

- A. Declare the Agreement void;
- B. Reinstate the full original lien amount, less any payments made; and
- C. Pursue all available remedies and collection procedures authorized by law.

7. Homestead Acknowledgment

The Parties acknowledge that the Property is the Owners' homestead, and nothing in this Agreement shall be construed as a waiver of any constitutional homestead protections except as expressly permitted by law.

8. Authority

Each person signing this Agreement represents that they are fully authorized to do so on behalf of the Party they represent.

9. Non-Waiver

The failure of the County at any time to require the performance of any provision of this Agreement, or the failure of the County to enforce any right or remedy to which it is entitled, shall not be deemed a waiver of any such provision, right, or remedy, nor shall it affect the County's right at any time thereafter to enforce the same. No waiver by the County of any breach shall be effective unless in writing and shall not be construed as a waiver of any other or subsequent breach. The County expressly reserves the right to take any and all steps it deems necessary to enforce this Agreement at any time.

10. Notices

All notices required in this Agreement shall be sent by: (a) personal delivery; (b) nationally recognized overnight courier with written confirmation of delivery; (c) certified or registered mail (return receipt requested, postage prepaid); or (d) email, provided that the sender obtains electronic confirmation of delivery or receipt (such as a read receipt, delivery confirmation, or affirmative email acknowledgment). Each Party shall send notices to the Party's address(es) or email address designated in this Agreement or to such other address as a Party may later designate by giving notice as provided herein.

If sent to the Owner, notices shall be addressed to:

For the Owners: **Alma D. Morales**
 Sergio Morales
 633 Troy Blvd
 West Palm Beach, FL 33409
 Email: amorales7812@gmail.com

If sent to the County, notices shall be addressed to:

For PBC: **Palm Beach County**
 Office of Financial Management
 and Budget
 301 North Olive Ave.
 West Palm Beach, Florida 33401
 Email: OFMB@pbc.gov

With a copy to: **Palm Beach County Attorney's Office**
 301 North Olive Ave.
 West Palm Beach, Florida 33401
 Attn: Shannon Fox, Esq.
 Email: SXFOX@pbc.gov

11. Construction

This Agreement was negotiated and prepared jointly by the Parties hereto and their respective legal counsel, if any. The provisions of this Agreement shall be construed according to their fair meaning and neither for nor against any party hereto irrespective of which party caused such provisions to be drafted. The headings in this Agreement are only for convenience and cannot be used in interpretation.

12. Modifications

No change, modification, or waiver of any provision of this Agreement or any other agreement shall be valid or binding unless it is in writing and signed by all parties to this Agreement. Notwithstanding any applicable law, the terms of this paragraph and all other provisions of this Agreement may not be waived by any prior, contemporaneous, concurrent, or subsequent course of dealing, course of conduct, trade practice, or attempted modification.

13. Arms-Length Agreement

The Parties hereto mutually acknowledge and agree that this Agreement and the matters memorialized herein have been fully negotiated with the assistance of counsel at arm's-length. The parties further stipulate and agree that: (a) the choice of law, venue and jurisdiction clauses contained in this Agreement are reasonable; (b) neither party had overwhelming bargaining power; and (c) all parties were represented by counsel of their choice or they were fully advised to seek independent legal counsel, had an opportunity to seek independent counsel, and chose not to.

14. Severability

Wherever possible, each portion of this Agreement shall be interpreted in such a manner as to be valid, effective and enforceable under the applicable law. If any portion of this Agreement is held to be invalid, illegal, against public policy, or unethical by a court of competent jurisdiction or other regulatory or administrative authority, under the terms hereof, such provision shall be severed therefrom and such invalidity shall not affect any other portion of this Agreement, the balance of which shall remain in, and have its intended, full force and effect.

15. Governing Law; Venue; No Third-Party Beneficiaries

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Contract will be held in a court of competent jurisdiction located in Palm Beach County, Florida.

No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

No provision of this Agreement is intended to, or shall be construed to, create any third-party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the County and/or the Owners.

16. Entire Agreement

The Parties are not relying upon any prior, contemporaneous, or concurrent oral, tacit, or written representation, statement, letter agreement, understanding, side-deal, inducement, warranty, or utterance as an inducement to enter into this Agreement. The Parties expressly waive any claim for fraudulent misrepresentation or fraudulent inducement relating to entry into this Agreement. This written Agreement constitutes the entire understanding of the parties with respect to the

disposition of the matters contained herein and all oral, tacit, or written representations, side-deals, conversations, inducements, understandings, warranties, utterances or agreements made prior to, contemporaneously with, and/or concurrently with the execution and delivery of this Agreement are merged into this written document and are of no further force and effect.

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Contract on behalf of the County; and an authorized official of the Consultant has made and executed this Contract on behalf of the Consultant.

ATTEST:

MICHAEL A. CARUSO,
Clerk and Comptroller

**PALM BEACH COUNTY, A
POLITICAL SUBDIVISION OF THE
STATE OF FLORIDA, BOARD OF
COUNTY COMMISSIONERS**

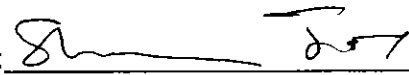
BY: _____
Deputy Clerk

By: _____
Sara Baxter, Mayor

**APPROVED AS TO TERMS AND
AND CONDITIONS**

**APPROVED AS TO
LEGAL SUFFICIENCY**

By:  _____
Department Director

By:  _____
County Attorney

WITNESS:


Signature

SALVADOR OCHOA
Name (type or print)

OWNER:


Signature

SERGIO MORALES
Name (type or print)

WITNESS:


Signature

SALVADOR OCHOA
Name (type or print)

OWNER:


Signature

ALMA D MORALES
Name (type or print)

6-29-2026

EXHIBIT A

Payment Number	Due Date	Amount Due
1	1-Oct-26	\$373.33
2	1-Nov-26	\$373.33
3	1-Dec-26	\$373.33
4	1-Jan-27	\$373.33
5	1-Feb-27	\$373.33
6	1-Mar-27	\$373.33
7	1-Apr-27	\$373.33
8	1-May-27	\$373.33
9	1-Jun-27	\$373.33
10	1-Jul-27	\$373.33
11	1-Aug-27	\$373.33
12	1-Sep-27	\$373.33
13	1-Oct-27	\$373.33
14	1-Nov-27	\$373.33
15	1-Dec-27	\$373.33
16	1-Jan-28	\$373.33
17	1-Feb-28	\$373.33
18	1-Mar-28	\$373.39