

364

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: August 25, 2026

☒ Consent
☐ Workshop

☐ Regular
☐ Public Hearing

Department: Office of Financial Management and Budget

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: a settlement agreement with Nasim Akhter Imam and Iqbal Chowdhury to reduce a Code Compliance lien on their property to \$86,050, with an up-front payment in the amount of \$15,000 and the remainder to be paid over a 48-month period in equal installments.

Summary: On June 5, 2019, a Code Compliance Special Magistrate (CCSM) issued an order in Case: C-2018-09170023 giving Ms. Imam and Mr. Chowdhury until October 3, 2019, to bring their convenience store located at 4981 Vilma Lane, West Palm Beach into full code compliance. Violations included a cockroach infestation; hurricane shutters in disrepair; installation of a chain link fence, interior, and exterior renovations without building permits; dumpsters maintained in violation of the site plan; uncovered garbage containers; parking lot in disrepair; signage in disrepair; peeling, flaking, and chipped paint; prohibited signage; electrical outlets added without permits; and electrical equipment not maintained in a safe manner. Compliance with the CCSM's order was not timely achieved, and a fine of \$250 per day was imposed. The CCSM executed an order imposing a personal lien entered against Nasim Akhter Imam and Iqbal Chowdhury on April 7, 2021.

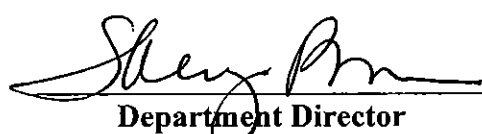
The Code Compliance Division (Code Compliance) issued an affidavit of compliance for the property stating the violations were corrected as of June 20, 2024. The total fine amount on March 17, 2026, the date on which settlement discussions began, amounted to \$430,348.60. Mr. Chowdhury has agreed to pay Palm Beach County \$86,050 (20%) for the full settlement of the outstanding code compliance lien. Mr. Chowdhury has agreed to pay \$15,000 upon approval of the settlement agreement, with the remaining balance of \$71,050 to be paid in equal monthly installments over a 48-month period. The County will release the lien once all amounts owed are paid. This is a non-homestead property. District 2 (SF)

Background and Justification: Nasim Akhter Imam acquired the property in October of 2002 and transferred it to herself and Iqbal Chowdhury in September 2003. In September of 2018, a Code Compliance Officer inspected the property at the request of the Palm Beach County Sheriff's Office following multiple drug-related arrests at the property. Multiple issues were observed. A notice was issued for 31 violations, and four (4) site visits were conducted between September 2018 and June 2024. Mr. Chowdhury attended the special magistrate hearing and was given 120 days to bring the property into compliance. According to Mr. Chowdhury, the delay in reaching compliance was due to obtaining permits and architectural approval from the County. Additionally, the hired contractor became ill during Covid and could not complete the work. Lastly, Mr. Chowdhury was confronted with some personal matters, adding to the delay in reaching compliance.

Settlement offers that reduce any debt amount due to Palm Beach 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:  Date: 6/29/2026
Department Director
Approved by:  Date: 7-15-26
County Administrator

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2026	2027	2028	2029	2030
Capital Expenditures					
Operating Costs					
External Revenues	(86,050)				
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	(86,050)				
#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:

Lisa M. [Signature] 6/30/2026
 J.A. 6/30 FMB
 MGT 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 Nasim Akhter Iman & Iqbal Chowdhury (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-2018-09170023 against 4981 Vilma Ln, 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 \$430,348.60¹ to a total settlement amount of \$86,050.00 ("Settlement Amount").

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

- A. \$15,000.00 due upon execution of this Agreement.
- B. \$71,050 to be paid in forty-eight (48) 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 lien for Case: C-2018-09170023 is \$430,348.60.

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

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

6.2 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. Authority

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

8. 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.

9. 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:

Iqbal chowdhury
9755 Hindel Ct.
Boynton Beach
FL 33472
Email: uchowdhury@hotmail.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: _____

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

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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**

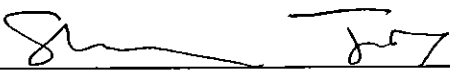
BY: _____
Deputy Clerk

By: _____
Sara Baxter, Mayor

**APPROVED AS TO TERMS AND
AND CONDITIONS**

**APPROVED AS TO
LEGAL SUFFICIENCY**

By:  _____
Department Director

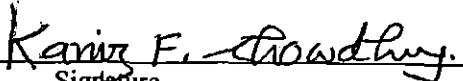
By:  _____
County Attorney

WITNESS:


Signature

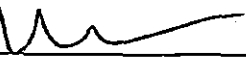
Urmila Chowdhury
Name (type or print)

OWNER:


Signature

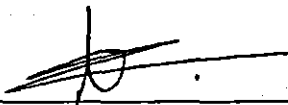
KANIZ F. CHOWDHURY.
Name (type or print)

WITNESS:


Signature

Urmila Chowdhury
Name (type or print)

OWNER:


Signature

IQBAL G. CHOWDHURY
Name (type or print)

EXHIBIT A

Payment Number	Due Date	Amount Due
1	1-Oct-26	\$1,480.21
2	1-Nov-26	\$1,480.21
3	1-Dec-26	\$1,480.21
4	1-Jan-27	\$1,480.21
5	1-Feb-27	\$1,480.21
6	1-Mar-27	\$1,480.21
7	1-Apr-27	\$1,480.21
8	1-May-27	\$1,480.21
9	1-Jun-27	\$1,480.21
10	1-Jul-27	\$1,480.21
11	1-Aug-27	\$1,480.21
12	1-Sep-27	\$1,480.21
13	1-Oct-27	\$1,480.21
14	1-Nov-27	\$1,480.21
15	1-Dec-27	\$1,480.21
16	1-Jan-28	\$1,480.21
17	1-Feb-28	\$1,480.21
18	1-Mar-28	\$1,480.21
19	1-Apr-28	\$1,480.21
20	1-May-28	\$1,480.21
21	1-Jun-28	\$1,480.21
22	1-Jul-28	\$1,480.21
23	1-Aug-28	\$1,480.21
24	1-Sep-28	\$1,480.21
25	1-Oct-28	\$1,480.21
26	1-Nov-28	\$1,480.21
27	1-Dec-28	\$1,480.21
28	1-Jan-29	\$1,480.21
29	1-Feb-29	\$1,480.21
30	1-Mar-29	\$1,480.21
31	1-Apr-29	\$1,480.21
32	1-May-29	\$1,480.21
33	1-Jun-29	\$1,480.21
34	1-Jul-29	\$1,480.21
35	1-Aug-29	\$1,480.21
36	1-Sep-29	\$1,480.21
37	1-Oct-29	\$1,480.21
38	1-Nov-29	\$1,480.21

39	1-Dec-29	\$1,480.21
40	1-Jan-30	\$1,480.21
41	1-Feb-30	\$1,480.21
42	1-Mar-30	\$1,480.21
43	1-Apr-30	\$1,480.21
44	1-May-30	\$1,480.21
45	1-Jun-30	\$1,480.21
46	1-Jul-30	\$1,480.21
47	1-Aug-30	\$1,480.21
48	1-Sep-30	\$1,480.13