

RESOLUTION NO. 2025-106

**A RESOLUTION OF CITY OF DELTONA, FLORIDA;
AUTHORIZING THE CITY ATTORNEY TO PROCEED WITH
FORECLOSURE OF OUTSTANDING MUNICIPAL LIENS
AT 2912 THALITA TERRACE, DELTONA, FLORIDA;
AUTHORIZING REPRESENTATION THROUGH CITY
ATTORNEY'S OFFICE AND OUTSIDE LEGAL COUNSEL;
PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE
DATE.**

WHEREAS, as of August 6, 2025, the City of Deltona, Florida (the "City") has levied municipal code liens totaling one hundred sixty six thousand five hundred dollars (\$166,500.00) with a daily running fine of four hundred fifty dollars per day (\$450.00/day) (the "Code Liens") against the property located at 2912 Thalita Terrace, Deltona, Florida (the "Property"); and

WHEREAS, on March 26, 2025, the Special Magistrate, Kristin N. Eick, entered an Order Authorizing Foreclosure of Code Enforcement Liens recorded in the Volusia County Official Records Book 8617 Page 489, finding that the Property is not in compliance, the fines have not been paid, and the liens have not been satisfied; and

WHEREAS, the City Commission desires to move forward with foreclosure proceedings for the Code Liens against the Property (the "Litigation"); and

WHEREAS, the City Commission desires to engage Tessitore Mari Scott, PLLC as Outside Counsel to represent City in the Litigation in accordance with the terms of the proposal attached hereto as Exhibit "A"; and

WHEREAS, the City Commission also desires to authorize the City Attorney, TG Law PLLC ("TG Law"), to represent the City in the Litigation and supervise the City's Outside Counsel in accordance with the terms of TG Law's contract dated November 2, 2024.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DELTONA, FLORIDA:

Section 1. Recitals Adopted. That each of the above recitals are hereby adopted, confirmed, and incorporated herein.

Section 2. Litigation Authorized. That participation in foreclosure proceedings for the municipal code liens levied against 2912 Thalita Terrace, Deltona, Florida is authorized hereby authorized.

Section 3. Representation Authorized. That Tessitore Mari Scott, PLLC and TG Law, PPLC are each duly authorized to represent the City of Deltona pursuant to their respective Proposals and Contracts.

Section 4. Implementation. That the City Manager or his designee is hereby authorized to take any action which is necessary to implement this Resolution.

Section 5. Effective Date. That this Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF
DELTONA, FLORIDA, THIS _____ DAY OF _____, 2025.**

BY: _____
Santiago Avila, Jr., MAYOR

ATTEST:

Joyce Raftery, CMC, MMC, CITY CLERK

Approved as to form and legality
for use and reliance of the City of
Deltona, Florida

TG Law, PLLC, CITY ATTORNEY

Name	Yes	No
Avila-Vazquez		
Colwell		
Heriot		
Howington		
Lulli		
Santiago		
Avila		

1485 International Parkway
Suite 2031
Lake Mary, FL 32746



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August 7, 2025

(via e-mail)
City of Deltona
c/o Gemma Torcivia, Esq.
City Attorney, City of Deltona
2345 Providence Blvd.
Deltona, FL 32725

Re: Legal services retention concerning foreclosure of code enforcement liens on
2912 Thalita Terrace, Deltona, FL 32738 (Parcel ID: 813074420270 /
Owner: Thalita Terrace LLC / Spec. Mag. Case No. DEL-24-072)

Dear City Attorney Torcivia:

I am pleased to submit this letter to the City of Deltona concerning my retention to represent the City as to the above matter. I agree to this, and sincerely thank the City for the opportunity to undertake this engagement.

This letter's purpose is to confirm my retention if the City wishes to retain me, and provide information as to my fees and billing policies, and other terms which will govern our relationship. I do not wish to be overly formal, but find it helpful to confirm the nature and terms of our relationship. Of course, I welcome any questions as to the terms discussed herein, and any aspects of the attorney-client relationship. Communication is essential to the attorney-client relationship, and my efforts on your behalf. I welcome any questions, feedback, or other communications at any time, and fully invite the same.

Fees and Billing Policies: For my firm's services, I offer rates of: \$275.00 per hour for partner/attorney time; \$215.00 per hour for associate/attorney time; and \$130.00 per hour for paralegal time. We bill our time in 1/10-hour (i.e., 6-minute) increments. We prepare and submit our bills for payment monthly (assuming billable work has been performed in a month). We charge for all time spent representing client interests, including but not limited to: telephone calls and conferences with your representatives; conferences amongst our legal and paralegal personnel; legal research; responding to client requests for information; document preparation; necessary attendance at hearings, meetings, trials, or other proceedings or events; and travel. Our rates apply to the time spent on each task. Our invoice will be itemized, and include a brief description of the task, the amount of time spent on the task, and the total fee for the task. Each invoice is payable upon receipt, and we reserve the right to charge interest of 1.5% per month on any unpaid balance not paid

within thirty (30) days of the billing date. Should we receive a payment at a time when more than one invoice is outstanding, we will apply the payment to the oldest, outstanding bill.

From time-to-time, but typically not often, we examine our billing rates and may adjust/increase our rates. Such an examination accounts for increases in our costs of delivering services, economic factors, and the augmentation of a particular lawyer's ability and experience. For example, such an examination may occur as to engagements which last longer than one year. You will be informed of any increases in writing, and they will be applied prospectively following such notification. You maintain full discretion as to whether to agree to any such increases. Should you not agree to such increases, you are required to notify us of the same within thirty (30) days of receipt of notification. Should you not object within such time, you will be deemed to consent and agree to the adjusted rates.

Costs: You will be responsible for all charges we incur during this engagement, and for reimbursing us for any costs advanced on your behalf. We are committed to remaining at the cutting edge of computer and communications technology so as to provide you with a competitive advantage in technological efficiencies. Our charges may include, but are not limited to, charges for copying (\$0.25 per page for black-and-white copies, \$0.50 per page for color copies); messenger services; computer research services; travel expenses; lodging for out-of-town trips; and court filings. These charges may also include any applicable sales or service tax.

Experts, Consultants, and Investigators: It may become necessary for us to hire expert witnesses, consultants, and/or investigators to fully serve and consider your interests. We will not hire such persons unless you agree to pay their fees and charges, but we will select the persons to be hired. It is understood that your refusal to authorize the hiring of such persons, when we considered it necessary, could greatly injure or affect our ability to serve your interests, and if the absence of such persons makes it impossible, in our discretion, to continue with our representation of you, we may be forced to terminate our engagement.

Potential for Conflicts of Interest: My firm and I represent a variety of private entities and individuals, and governmental entities, throughout the state. We have not identified, and do not foresee, any conflicts of interest which could impact our ability to represent you. But, should we become aware of any potential conflicts, we will immediately and fully inform you of the same, and take any actions necessary to protect your interests and the interests of any third parties who may be affected.

No Guarantees: By signing below, you acknowledge I have made no guarantees as to the outcome of the above case/matter, and my efforts on your behalf. I have not given

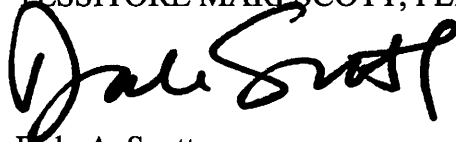
you any assurance or guarantees concerning the success of this engagement or our services or otherwise as to any outcomes, nor accepted any contractual obligation in that regard.

Completion of Representation: Your retention of me and my firm is, of course, terminable at will. However, termination of our services will not extinguish your obligation to pay any fees and expenses incurred before termination.

* * *

If the City wishes to finalize my retention, please sign below and return a copy of this letter to me. I thank you for your attention to this matter.

Sincerely,
TESSITORE MARL SCOTT, PLLC



Dale A. Scott

DAS/eah

cc: Dale "Doc" Dougherty, City Manager, City of Deltona (via email)
Deborah James, FRP, Paralegal, City of Deltona (via email)

SIGNED AND APPROVED BY CITY OF DELTONA:

Signature: _____

Print name: _____

Office/Title: _____

Date: _____