

RESOLUTION NO. 2026-48

**A RESOLUTION OF CITY OF DELTONA, FLORIDA;
AUTHORIZING THE CITY ATTORNEY TO PROCEED WITH
FORECLOSURE OF OUTSTANDING MUNICIPAL LIENS
AT 271 FORT SMITH BLVD., DELTONA, FLORIDA;
AUTHORIZING REPRESENTATION THROUGH CITY
ATTORNEY'S OFFICE AND OUTSIDE LEGAL COUNSEL;
PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE
DATE.**

WHEREAS, as of February 6, 2023, the City of Deltona, Florida (the "City") has levied municipal code lien totaling fifty-four thousand four hundred and fifty dollars (\$54,450.00) (the "Code Lien") against the property located at 271 Fort Smith Blvd., Deltona, Florida (the "Property"); and

WHEREAS, on July 1, 2020, the Special Magistrate, William E. Reischmann, Jr., entered a Findings of Notice of Non-Compliance, Conclusions of Law, and Order of Fine in DEL-20-008 Massey recorded in the Volusia County Official Records Book 7883 Page 3943; and

WHEREAS, on February 6, 2023, Code Compliance Officer M. Lariscy signed an Affidavit of Compliance stating the violator, having come into compliance one thousand and seventy-nine (1079) days after the time designated by the Special Magistrate and a fine of totaling fifty-four thousand four hundred and fifty dollars (\$54,450.00) is levied, and fine has 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 271 Fort Smith Blvd., 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 _____, 2026.

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		
Nabicht		
Santiago		
Avila		

1485 International Parkway
Suite 2031
Lake Mary, FL 32746



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www.tessmari.com

June 3, 2026

(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**

Foreclosure of code enforcement lien on 271 Fort Smith Blvd., Deltona, FL 32738 (Parcel ID: 813042250150; Owner: Two Star Investment Inc.; Spec. Mag. Case No.: DEL-20-008)

Dear City Attorney Torcivia:

I am pleased to submit this letter to the City of Deltona regarding my proposed retention to represent the City in the above-referenced matter, and I sincerely thank you for the opportunity to undertake this engagement. The purpose of this letter is to confirm the terms of this proposed engagement and, should you wish to proceed, to outline my fees, billing policies, and other terms that will govern our attorney-client relationship. While I do not intend this letter to be overly formal, I find it helpful to clearly confirm the nature and terms of our engagement at the outset.

I welcome any questions as to the terms discussed herein or any aspect of the attorney-client relationship. Open and ongoing communication is essential to effective representation, and I encourage questions, feedback, or other communications at any time.

Fees and Billing Policies: For my firm's services, we offer the following hourly rates: \$275.00 for partner/attorney time; \$215.00 for associate/attorney time; and \$130.00 for paralegal time. Time is billed in one-tenth (0.1) hour (six-minute) increments. We prepare and submit invoices monthly for any month during which billable work is performed. We bill for all time reasonably devoted to representing your interests, including, but not limited to: telephone calls and conferences with your representatives; conferences among our attorneys and paralegal staff; legal research and analysis; responding to client inquiries; document drafting and review; attendance at hearings, meetings, trials, or other proceedings; and necessary travel. These rates apply to the time spent performing each task. Each invoice will be itemized and will include a brief description of the services performed, the time expended, and the corresponding charge.

June 3, 2026

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Invoices are payable within thirty (30) days of receipt. Any balance not paid within thirty (30) days of the invoice date may, at our discretion, accrue interest at the rate of 1.5% per month, or the maximum rate permitted by law, whichever is less. If a payment is received when more than one invoice is outstanding, the payment will be applied to the oldest outstanding balance unless otherwise agreed in writing.

From time to time, though not frequently, we may review and adjust our billing rates. Any such review may consider increases in the cost of providing legal services, general economic conditions, and the growth of a particular attorney's experience, skill, or responsibilities. Rate reviews may occur, for example, in connection with engagements extending beyond one year. You will be notified in writing of any rate adjustment, and any such adjustment will apply prospectively following such notice. You retain full discretion to accept or decline any rate increase. If you do not agree to an adjusted rate, you must notify us in writing within thirty (30) days of receipt of the notice. Absent a timely objection, you will be deemed to have consented to and accepted the adjusted rates.

Costs: You are responsible for all fees and charges incurred in connection with this engagement, as well as for reimbursing us for any costs advanced on your behalf. We are committed to maintaining current computer, research, and communications technologies in order to deliver our services efficiently and effectively. Our charges may include, but are not limited to, expenses for copying (\$0.25 per page for black-and-white copies and \$0.50 per page for color copies); messenger and delivery services; computerized legal research; travel and transportation expenses; lodging for out-of-town travel; and court filing fees. These charges may also include any applicable sales, use, or service taxes.

Experts, Consultants, and Investigators: During the course of this engagement, it may be necessary for us to retain expert witnesses, consultants, or investigators to adequately evaluate matters and represent your interests. We will not retain any such professionals without your authorization to pay their fees and expenses, although the selection of such professionals will be at our discretion. You acknowledge that a decision not to authorize the retention of experts, consultants, or investigators, when we reasonably determine they are necessary, may materially impair our ability to represent you effectively. If, in our judgment, the absence of such professionals makes continued representation impracticable or inadvisable, we reserve the right to withdraw from the engagement, subject to applicable rules of professional conduct.

Potential for Conflicts of Interest: My firm and I represent a variety of private entities, individuals, and governmental entities throughout the State of Florida. Based on our current review, we have not identified any conflicts of interest that would impair our ability to represent you in this matter. However, because our practice involves ongoing representations, it is possible that potential conflicts could arise in the future. If we become aware of any actual or potential conflict of interest, we will promptly disclose it to you and

take all actions required under applicable rules of professional conduct to protect your interests, as well as the interests of any other affected parties.

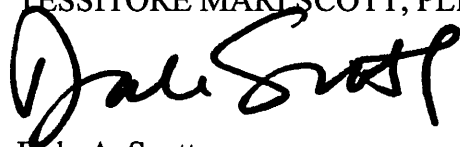
No Guarantees: By signing below, you acknowledge that no guarantees or assurances have been made regarding the outcome of this matter or the results of our services. We have not promised or warranted any particular result, nor have we assumed any contractual obligation concerning the success of this engagement or any specific outcome.

Completion of Representation: Your retention of my firm and me is terminable at any time. Any termination, however, does not relieve you of the obligation to pay all fees and expenses incurred before the effective date of termination.

* * *

If you wish to finalize my retention, please have an authorized representative sign below and return a copy of this letter to me. Thank you for your attention to this matter.

Sincerely,
TESSITORE MARI SCOTT, PLLC



Dale A. Scott

DAS/eah

cc: Deborah James, FRP, Paralegal, City of Deltona (via email)

SIGNED AND APPROVED BY:

Signature: _____

Print name: _____

Office/Title: _____

Date: _____