

City of Brooksville
Office of the City Clerk

Phone: (352) 540-3810
Fax: (352) 544-5424



January 27, 2026

Keith E. Brinkman, Bureau Chief of Local Retirement Systems
Department of Management Services
Division of Retirement
P.O. Box 9000
Tallahassee, FL 32315-9000

Re: Ordinance No. 1010 - Termination of City of Brooksville
Firefighters' Retirement Trust Fund

Dear Mr. Brinkman:

This will confirm action taken on January 26, 2026, wherein City Council approved Second and Final Reading of Ordinance No. 1010 terminating the Firefighters' Retirement Trust Fund, following a consolidation of the Brooksville's Fire Department effective October 1, 2025.

Per Section 5 of Ordinance No. 1010, attached please find a certified copy of the Ordinance. I have attached the consolidation agreement as well for reference.

If you have any questions, or need any further information, please let me know.

Sincerely,

Jennifer J. Battista
City Clerk

Pc: Stephen M. Bardin, Benefits Administrator, State Division of Retirement
Danielle Venditti, HC Human Resources Manager (via email)
Susan McCrary, Pension Plan Administrator (via email)
Pedro Herrera, Pension Plan Attorney (via email)
Chloe Berryman, City Attorney (via email)
Glenn Thomas, City Pension Attorney (via email)
Lisa Hendrickson, City Manager (via email)
Autumn Sullivan, City Finance Director (via email)
Kyle Martin, City Human Resources Director (via email)
Patrick Donlan, Foster and Foster

ORDINANCE NO. 1010

AN ORDINANCE OF THE CITY OF BROOKSVILLE, FLORIDA, TERMINATING THE CITY OF BROOKSVILLE FIREFIGHTERS' RETIREMENT TRUST FUND ADOPTED PURSUANT TO ORDINANCE NO. 525 AND AMENDED AND RESTATED BY ORDINANCE NOS. 525-C AND 525-I, AS SUBSEQUENTLY AMENDED; PROVIDING FOR IMPLEMENTATION BY THE TRUST FUND BOARD OF TRUSTEES AND CITY STAFF; REVOKING THE CITY'S PARTICIPATION AND PREMIUM TAX UNDER CHAPTER 175, FLORIDA STATUTES; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, the City of Brooksville has established and maintained the City of Brooksville Firefighters' Retirement Trust Fund (the "Plan") as a Chapter 175 firefighters' pension plan pursuant to Chapter 175, Florida Statutes, and Ordinance No. 525-I, as subsequently amended; and

WHEREAS, the Plan includes a defined benefit component and a supplemental defined contribution component commonly referred to as the "Share Plan," which is funded in part with premium tax revenues received pursuant to Section 175.101, Florida Statutes; and

WHEREAS, The City entered into an Interlocal Agreement with Hernando County to consolidate the Brooksville Fire Department with Hernando County Fire Rescue effective October 1, 2025 ("Consolidation Agreement"), after which employees of the Brooksville Fire Department ceased to be employed by the City; and

WHEREAS, Section 112.0515, Florida Statutes, provides that in any consolidation or merger of governments or transfer of functions between units of government, the rights of public employees in any retirement or pension fund shall be fully protected and that such consolidation or merger shall not impair or reduce in accrued benefits or rights; and

WHEREAS, Sections 175.361, Florida Statutes, governs the termination of Chapter 175 plans and requires that, upon termination, all accrued benefits become nonforfeitable and that assets be distributed in accordance with the procedures set forth therein; and

WHEREAS, the City Council has reviewed options for closing versus terminating the Plan and has considered an actuarial impact statement prepared by Foster & Foster, dated October 22, 2025 and attached hereto as Exhibit "A", evaluating the financial impact of terminating the Plan and funding all accrued benefits; and

WHEREAS, after considering whether to keep the Plan open in closed status or terminate it, the City Council finds it is in the best interests of the City and employees covered by the Plan to terminate the Plan and fund all accrued benefits in accordance with Chapter 175, Florida Statutes.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BROOKSVILLE, FLORIDA, that:

SECTION 1. Recitals: The foregoing recitals are true and correct, are hereby adopted as findings of fact, and are incorporated herein by reference.

SECTION 2. Termination: The City of Brooksville Firefighters' Retirement Trust Fund, created pursuant Chapter 175, Florida Statutes and Ordinance No. 525-I, as subsequently amended, is hereby terminated effective October 1, 2025 ("Termination Date"). As of the Termination Date, the rights of all employees and beneficiaries to benefits accrued as of the Termination Date, and the amounts credited to their accounts shall be nonforfeitable and shall be funded and paid in accordance with Section 175.361, Florida Statutes. The City shall continue to fund the Plan as necessary after the Plan Termination Date until all nonforfeitable benefits and reasonable expenses of administration and distribution have been paid or provided for.

SECTION 3. Distribution of Assets: The Plan's Trust Fund Board of Trustees (the "Board") is hereby directed and authorized to implement the termination of the Plan and the distribution of Plan assets in accordance with Section 175.361, Florida Statutes. The Board shall determine the method of distribution, which may include the purchase of insured annuities, transfer to another qualified plan, or lump sum payments. Distributions shall be made as soon as administratively practicable after the Termination Date.

SECTION 4. Direction to City Staff: The City Manager is hereby authorized and directed to coordinate with legal counsel, the Board, and the Plan's actuary to take such actions as are reasonably necessary to carry out the termination and distribution of the Plan. The City Manager is hereby authorized to execute and submit any documents necessary to effectuate the termination and distribution of Plan assets. City Staff is directed to submit to the Florida Division of Retirement all required documentation relating to the termination of the Plan, including, but not limited to, a certified copy of this Ordinance, a copy of the Consolidation Agreement, and any actuarial impact statements, certifications, or other filings required by Chapter 175, Florida Statutes, Rule 60S-1.0075, F.A.C., or other applicable law.

SECTION 5. Revocation of Participation: The City hereby revokes its participation under Chapter 175, Florida Statutes, and rescinds any ordinance, resolution, or parts thereof that impose the taxes authorized under Section 175.101, Florida Statutes for the purpose of funding this Plan. A certified copy of this Ordinance shall be furnished to the Florida Division of Retirement as set forth in Section 4. Notwithstanding the termination of the Plan, all premium tax funds received prior to the Termination Date shall continue to be used exclusively for the benefit of firefighters in accordance with Section 175.371, Florida Statutes.

SECTION 6. Legislative Intent. In adopting this ordinance, the City Council intends to terminate the Plan, distribute Plan assets, and end the City's involvement in pension administration as soon as administratively practicable. The Council further intends, to the extent permitted by law, that the City will not establish or continue any substituted trust fund or other ongoing pension administration requiring the appointment of

a successor pension board or continued funding by the City, except as required by applicable law.

SECTION 7. Severability: If any section, subsection, sentence, clause, phrase of this ordinance, or the particular application thereof shall be held invalid by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases under application shall not be affected thereby.

SECTION 8. Conflicts: All Ordinances or parts of Ordinances in conflict herewith be and the same are hereby repealed.

SECTION 9. Repealing: Article V of Chapter 66, of the Code of Ordinances of the City of Brooksville, is hereby repealed in its entirety.

SECTION 10. Effective Date: This Ordinance shall take effect immediately upon its adoption, and the Plan shall be deemed terminated as of the Plan Termination Date set forth herein, subject to compliance with applicable law.

**CITY OF BROOKSVILLE
Ordinance No. 1010**

Attest: Jennifer Battista
Jennifer Battista, CMC, City Clerk

Christa A. Tanner
Christa Tanner, Mayor

PASSED on First Reading: January 5, 2026

NOTICE published on: January 16, 2026

PASSED on second and Final Reading: January 26, 2026

VOTE OF COUNCIL:

MCKETHAN
TANNER
HALLAL
BRONSON
ERHARD

Nay
Aye
Aye
Aye
Aye

Approved as to form for the reliance of the City of Brooksville only:

Changpeng
Vose Law Firm, City Attorney

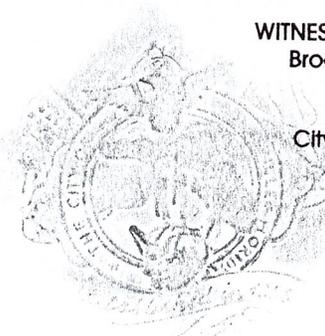
CERTIFICATION

I certify this to be a true and correct copy of the record in my office.

WITNESSETH my hand and official seal of the City of Brooksville, Florida, this the 27th day of January, 2026.

City Clerk

Jennifer Battista



October 22, 2025

Via Email

Board of Trustees
City of Brooksville
Firefighters' Pension Board
85 Veterans Drive
Brooksville, FL 34601

Re: City of Brooksville Firefighters' Retirement Trust Fund

Dear Board:

Enclosed is the following material, which has been prepared in support of the changes to the Fund:

1. The required Actuarial Impact Statement, which outlines the costs associated with implementing the changes.
2. Draft of transmittal letters to the Bureau of Local Retirement Systems and the Bureau of Police Officers' and Firefighters' Retirement Trust Funds.

It will be necessary for the Chairman to sign the Actuarial Impact Statement as the Plan Administrator and forward the Impact Statement, along with a copy of the proposed ordinance, to the two Bureaus prior to final reading.

If you have any questions concerning the enclosed material, please let us know.

Sincerely,



Patrick T. Donlan, ASA, EA, MAAA
PTD/mw

Enclosures

Mr. Steve Bardin
Police Officers' and Firefighters' Retirement Trust Funds
Department of Management Services, Division of Retirement
3189 S. Blair Stone Rd.
Tallahassee, FL 32301

Re: Actuarial Impact Statement

Dear Mr. Bardin:

The City of Brooksville is considering the implementation of amended retirement benefits for its Firefighters. The changes are described in the enclosed material.

Pursuant to the provisions of Chapter 175, we are enclosing the required Actuarial Impact Statement along with a copy of the proposed ordinance for your review.

If you have any questions or if additional information is needed, please contact us.

Sincerely,

Mr. Keith Brinkman
Bureau of Local Retirement Systems
Division of Retirement
3189 S. Blair Stone Rd.
Tallahassee, FL 32301

Re: Actuarial Impact Statement

Dear Mr. Brinkman:

The City of Brooksville is considering the implementation of amended retirement benefits for its Firefighters. The changes are described in the enclosed material.

Pursuant to Section 22d-1.04 of the Agency Rules, we are enclosing the required Actuarial Impact Statement (AIS) and a copy of the proposed ordinance for your review.

If you have any questions or if additional information is needed, please contact us.

Sincerely,

CITY OF BROOKSVILLE
FIREFIGHTERS' RETIREMENT TRUST FUND

ACTUARIAL IMPACT STATEMENT #2
(Plan Termination)

October 22, 2025
(Page 1)

Attached hereto is a comparison of the impact on the Minimum Required Contribution (per Chapter 112, Florida Statutes) and the Required City Contribution, resulting from the implementation of the following changes:

- Terminate the Plan effective October 1, 2025. In this scenario, each Member would 100% vested in the benefits that they have accrued as of September 30, 2025 and the Board of Trustees would determine the method of distribution. For the purpose of this Impact Statement, it was assumed that each Member (active, vested and retired) would be given the option of a lump sum payment or a purchased annuity, and that each Member would elect the purchased annuity. After the Board decided how to distribute the benefits and the Members made their elections, then this impact statement can be amended to reflect the actual choices. Please note that the assets and liabilities disclosed in this report reflect the values determined as of October 1, 2024. As of October 1, 2025, the assets in the Plan are larger, but the liabilities are as well.
- In order to determine the estimated cost of purchasing the annuities, we used the mortality table utilized in the October 1, 2024 actuarial valuation and the interest rates outlined in a recent newsletter from Brentwood Asset Advisors (4.15% for those in receipt of monthly benefits, 4.25% for those Members who had terminated vested and are entitled to benefits at a future date and 4.35% for those Firefighters who were actively employed at the time of the freeze).
- As the plan currently provides the automatic Cost of Living Adjustments (COLA's) only to Firefighters who reach Normal Retirement prior to separation from service or entering DROP, for the purpose of this Impact Statement, it was assumed that those Firefighters who were actively employed and not eligible for Normal Retirement on September 30, 2025 would not be entitled to the annual COLA's from age 55 to 65.
- For Members who do not complete 20 years of service prior to separation from service or entry into DROP, their benefits are payable at age 55 with no reduction or as early as age 50, with a reduction of 3.0% per year prior to age 55. For the purpose of this Impact Statement, it was assumed that all participants who have not yet started to receive benefits would elect to receive benefits at their early retirement date.

CITY OF BROOKSVILLE
FIREFIGHTERS' RETIREMENT TRUST FUND

ACTUARIAL IMPACT STATEMENT #2
(Plan Termination)

October 22, 2025
(Page 2)

The cost impact, determined as of October 1, 2024, applicable to the fiscal year ending September 30, 2026, is as follows:

	<u>Proposed</u>	<u>Current</u>
Minimum Required Contribution		
% of Projected Annual Payroll	N/A	39.10%
Member Contributions (Est.)		
% of Projected Annual Payroll	N/A	8.66%
City And State Required Contribution		
% of Projected Annual Payroll	N/A	30.44%
State Contribution (Est.) ¹	\$0	\$116,908
% of Projected Annual Payroll	N/A	11.67%
City Required Contribution		
% of Projected Annual Payroll	N/A	18.77%
City Lump Sum Payment	\$3,700,000	

¹ Reflects the amount received in calendar 2024. As per a Mutual Consent Agreement, all State Monies received each year, up to \$103,781.86 (based on Ordinance 931), can be used by the City to offset their funding requirements, with amounts over this threshold allocated equally between the Share Plan and the City's required contribution.

Unless otherwise noted, all data, assumptions, methods and plan provisions are the same as in the October 1, 2024 actuarial valuation report. It should be noted that changes to retirement benefits could potentially affect participants' retirement or termination behavior. We will monitor and advise of any recommended changes with future experience studies.

Future actuarial measurements may differ significantly from the current measurements presented in this report for a variety of reasons including: changes in applicable laws, changes in plan provisions, changes in assumptions, or plan experience differing from expectations. Due to the limited scope of the analysis, we did not perform an analysis of the potential range of such future measurements.

CITY OF BROOKSVILLE
FIREFIGHTERS' RETIREMENT TRUST FUND

ACTUARIAL IMPACT STATEMENT #2
(Plan Termination)

October 22, 2025
(Page 3)

Please note that contents of this analysis and the October 1, 2024 actuarial valuation report are considered an integral part of the actuarial opinions. In reviewing the results presented in this study, it should be noted that there are risks that may not be inherently apparent to the reader that should be carefully considered. For key risks, please see the Discussion of Risk section of the October 1, 2024 actuarial valuation report.

In performing the analysis, we used third-party software to model (calculate) the underlying liabilities and costs. These results are reviewed in the aggregate and for individual sample lives. The output from the software is either used directly or input into internally developed models to generate the costs. All internally developed models are reviewed as part of the process. As a result of this review, we believe that the models have produced reasonable results. We do not believe there are any material inconsistencies among assumptions or unreasonable output produced due to the aggregation of assumptions.

The changes presented herein are in compliance with Part VII, Chapter 112, Florida Statutes and Section 14, Article X of the State Constitution. The undersigned is familiar with the immediate and long-term aspects of pension valuations and meets the Qualification Standards of the American Academy of Actuaries necessary to render the opinions contained herein.



Patrick T. Donlan, ASA, EA, MAAA
Enrolled Actuary #23-6595

STATEMENT OF PLAN ADMINISTRATOR

The prepared information presented herein reflects the estimated impact of the proposed ordinance

Chairman, Board of Trustees

COMPARATIVE SUMMARY OF PRINCIPAL VALUATION RESULTS

	New Benefits <u>10/1/2024</u>	Old Benefits <u>10/1/2024</u>
A. Participant Data		
Actives	0	16
Service Retirees	16	16
DROP Retirees	0	0
Beneficiaries	0	0
Disability Retirees	0	0
Terminated Vested	<u>39</u>	<u>23</u>
 Total	 55	 55
 Projected Annual Payroll	 0	 1,001,847
Annual Rate of Payments to:		
Service Retirees	548,569	548,569
DROP Retirees	0	0
Beneficiaries	0	0
Disability Retirees	0	0
Terminated Vested	272,847	40,668
B. Assets		
Actuarial Value (AVA) ¹	8,549,262	8,549,262
Market Value (MVA) ¹	8,903,336	8,903,336
C. Liabilities		
Present Value of Benefits		
Actives		
Retirement Benefits	0	3,129,684
Disability Benefits	0	28,120
Death Benefits	0	8,364
Vested Benefits	0	343,822
Refund of Contributions	0	104,269
Service Retirees	9,054,951	6,488,823
DROP Retirees ¹	0	0
Beneficiaries	0	0
Disability Retirees	0	0
Terminated Vested	3,528,757	351,599
Share Plan Balances ¹	<u>17,308</u>	<u>17,308</u>
 Total	 12,601,016	 10,471,989

C. Liabilities - (Continued)	New Benefits <u>10/1/2024</u>	Old Benefits <u>10/1/2024</u>
Present Value of Future Salaries	0	5,850,703
Present Value of Future Member Contributions	0	506,671
Normal Cost (Retirement)	0	111,634
Normal Cost (Disability)	0	3,553
Normal Cost (Death)	0	518
Normal Cost (Vesting)	0	19,365
Normal Cost (Refunds)	<u>0</u>	<u>14,839</u>
Total Normal Cost	0	149,909
Present Value of Future Normal Costs	0	832,230
Accrued Liability (Retirement)	0	2,496,158
Accrued Liability (Disability)	0	9,782
Accrued Liability (Death)	0	5,377
Accrued Liability (Vesting)	0	228,658
Accrued Liability (Refunds)	0	42,054
Accrued Liability (Inactives) ¹	12,583,708	6,840,422
Share Plan Balances ¹	<u>17,308</u>	<u>17,308</u>
Total Actuarial Accrued Liability (EAN AL)	12,601,016	9,639,759
Unfunded Actuarial Accrued Liability (UAAL)	4,051,754	1,090,497
Funded Ratio (AVA / EAN AL)	67.8%	88.7%

D. Actuarial Present Value of Accrued Benefits	New Benefits <u>10/1/2024</u>	Old Benefits <u>10/1/2024</u>
Vested Accrued Benefits		
Inactives + Share Plan Balances ¹	12,601,016	6,857,730
Actives	0	1,100,656
Member Contributions	0	196,435
Total	<u>12,601,016</u>	<u>8,154,821</u>
Non-vested Accrued Benefits	<u>0</u>	<u>614,881</u>
Total Present Value Accrued Benefits (PVAB)	12,601,016	8,769,702
Funded Ratio (MVA / PVAB)	70.7%	101.5%
Increase (Decrease) in Present Value of Accrued Benefits Attributable to:		
Plan Amendments	3,831,314	
Benefit Changes	0	
Plan Experience	0	
Benefits Paid	0	
Interest	0	
Other	0	
Total	<u>3,831,314</u>	

Valuation Date	New Benefits	Old Benefits
Applicable to Fiscal Year Ending	10/1/2024	10/1/2024
	<u>9/30/2026</u>	<u>9/30/2026</u>
E. Pension Cost		
Normal Cost (with interest)		
% of Projected Annual Payroll ²	N/A	15.51
Administrative Expenses (with interest)		
% of Projected Annual Payroll ²	N/A	5.38
Payment Required to Amortize Unfunded Actuarial Accrued Liability over 29 years (as of 10/1/2024, with interest)		
% of Projected Annual Payroll ²	N/A	18.21
Minimum Required Contribution		
% of Projected Annual Payroll ²	N/A	39.10
Expected Member Contributions		
% of Projected Annual Payroll ²	N/A	8.66
Expected City and State Contribution		
% of Projected Annual Payroll ²	N/A	30.44

¹ The asset values and liabilities include accumulated DROP and Share Plan Balances as of 9/30/2024.

² Contributions developed as of 10/1/2024 are expressed as a percentage of Projected Annual Payroll at 10/1/2024 of \$ after assumption changes and of \$1,001,847

ACTUARIAL ASSUMPTIONS AND METHODS

Mortality Rate

Healthy Active Lives:

Female: PubS.H-2010 for Employees, set forward one year.

Male: PubS.H-2010 (Below Median) for Employees, set forward one year.

Healthy Retiree Lives:

Female: PubS.H-2010 for Healthy Retirees, set forward one year.

Male: PubS.H-2010 (Below Median) for Healthy Retirees, set forward one year.

Beneficiary Lives:

Female: PubG.H-2010 (Below Median) for Healthy Retirees.

Male: PubG.H-2010 (Below Median) for Healthy Retirees, set back one year.

Disabled Lives:

80% PubG.H-2010 for Disabled Retirees / 20% PubS.H-2010 for Disabled Retirees.

All rates for healthy lives are projected generationally with Mortality Improvement Scale MP-2018. We feel this assumption sufficiently accommodates future mortality improvements.

The previously described mortality assumption rates were mandated by Chapter 2015-157, Laws of Florida. This law mandates the use of the assumptions used in either of the two most recent valuations of the Florida Retirement System (FRS). The above rates are those outlined in Milliman's July 1, 2021 FRS valuation report for special risk employees, with appropriate adjustments made based on plan demographics.

Interest Rate

7.25% per year compounded annually, net of investment related expenses. This is supported by the target asset allocation of the trust and the expected long-term return by asset class.

Salary Increases

See table later in this section.

These rates were developed in a December 15, 2024 Experience Study. Final salary in year of retirement is increased individually to account for additional non-regular compensation.

Payroll Growth

0.00% for purposes of amortizing the Unfunded Actuarial Accrued Liability. This assumption cannot exceed the ten-year average payroll growth, in compliance with Part VII of Chapter 112, Florida Statutes.

Administrative Expenses

\$51,971 annually, based on the average of actual expenses incurred in the prior two fiscal years.

Termination Rates

See table later in this section.

These rates were developed in a December 15, 2024 Experience Study

Disability Rates

See Sample rates later in this section.

These rates were deemed reasonable in the December 15, 2024 Experience Study.

90% of disabilities are assumed to occur in the line of duty.

Normal Retirement

See table later in this section.

These rates were developed in a December 15, 2024 Experience Study.

Early Retirement

Commencing upon a Member's eligibility for Early Retirement (Age 50 with 10 years of Credited Service), Members are assumed to retire with an immediate subsidized benefit at the rate of 5% per year.

This rate was deemed reasonable in the December 15, 2024 Experience Study

Amortization Method

New UAAL amortization bases are amortized over 15 Years.

The amortization payment is subject to a minimum based on a 30-year amortization of the UAAL, if the UAAL is positive, in order to comply with Actuarial Standard of Practice No. 4.

Bases established prior to the valuation date are adjusted proportionally to match the Expected Unfunded Actuarial Accrued Liability as of the valuation date, in order to align prior year bases with the portion of the current year UAAL associated with prior year sources.

Funding Method

Entry Age Normal Actuarial Cost Method. The following loads are applied for determining the minimum required contribution:

Interest - A half year, based on current 4.35% assumption.

Salary - None.

Asset Valuation Method

All assets are valued at market value with an adjustment to uniformly spread actuarial investment gains and losses (as measured by actual market value investment return against expected market value investment return) over a five-year period.

Assumption Tables

<u>% Terminating During the Year</u>		<u>% Becoming Disabled During the Year</u>		<u>Salary Scale</u>		<u>% Retiring During the Year</u>	
<u>Service</u>	<u>Rate</u>	<u>Age</u>	<u>Rate</u>	<u>Service</u>	<u>Rate</u>	<u>Years after First Eligibility for Normal Retirement</u>	<u>Rate</u>
0 - 1	25%	20	0.03%	0 - 1	10.0%	0-3	50%
2 - 9	12.5%	30	0.04%	2 - 5	7.0%	4+	100%
10+	7.5%	40	0.07%	6+	5.0%		
		50	0.18%				

Low-Default-Risk Obligation Measure

Based on the Entry Age Normal Actuarial Cost Method and an interest rate of 4.06% per year compounded annually, net of investment related expenses. This rate is consistent with the Yield to Maturity of the S&P Municipal Bond 20-Year High Grade Rate Index as of September 30, 2024. All other assumptions for the Low-Default-Risk Obligation Measure are consistent with the assumptions shown in this section unless otherwise noted.

SUMMARY OF PLAN PROVISIONS
(Through Ordinance 991)

<u>Date of Latest Restatement</u>	February 3, 2025
<u>Eligibility</u>	Employees who are classified as full-time and volunteer Firefighters shall participate in the System as a condition of employment.
<u>Credited Service</u>	Total years and fractional parts of years of service with the City as a Firefighter.
<u>Salary</u>	W-2 Earnings, plus tax deferred, tax sheltered and tax exempt income. Overtime is limited to 300 hours per year and pensionable lump sick and vacation payouts are limited to the amounts accrued as of July 1, 2013.
<u>Average Final Compensation</u>	Average Salary for the best 5 years during the 10 years immediately preceding retirement or termination.
<u>Member Contributions</u>	8.66% of Salary effective January 1, 2025.
<u>City and State Contributions</u>	Remaining amount required in order to pay current costs and amortize unfunded past service cost, if any. In no event will the City's contribution be less than 5% of the total Salary of the Members, as provided in Part VII of Chapter 112, Florida Statutes.
<u>Normal Retirement</u>	
Date	Earlier of age 60, age 55 and 10 years of Credited Service, or 20 years of Credited Service regardless of age.
Benefit	3.5% of Average Final Compensation times Credited Service
Form of Benefit	10 Year Certain and Life Annuity (options available).
<u>Early Retirement</u>	
Eligibility	Age 50 and 10 Years of Credited Service.
Benefit	Accrued benefit, reduced 3% per year.
<u>Cost of Living Adjustment</u>	3% increase each January 1 from age 55 through age 65.
<u>Vesting</u>	
Schedule	100% after 10 years of Credited Service.
Benefit Amount	Member will receive the vested portion of his (her) accrued benefit payable at Normal Retirement, or, on a reduced basis at Early Retirement.

Disability

Eligibility

Service Incurred

Covered from Date of Employment.

Non-Service Incurred

10 years of Credited Service.

Exclusions

Disability resulting from use of drugs, illegal participation in riots, service in military, etc.

Benefit

Benefit accrued to date of disability but not less than 42% of Average Final Compensation (Service Incurred).

Duration

Payable for life, with 120 payments guaranteed, or until recovery (as determined by the Board; options available).

Death Benefits

Pre-Retirement

Vested

Monthly accrued benefit payable to designated beneficiary for 10 years.

Non-Vested

Refund of accumulated contributions, without interest.

Post-Retirement

Benefits payable to beneficiary in accordance with option selected at retirement.

Board of Trustees

- a. Two Council appointees,
- b. Two Members of the Department elected by the membership, and
- c. Fifth Member elected by other 4 and appointed by Council.

Share Plan

Funded Status

50% of State Monies received each year that exceed \$103,782 will be used to fund Share Plan.

Deferred Retirement Option Plan

Eligibility

Satisfaction of Normal Retirement requirements.

Participation

Not to exceed the earlier of 60 months or the completion of 30 years of service with the City as a Firefighter.

Rate of Return

At Member's election: 6.5% or Net Investment Return

Distribution

Cash lump sum (options available) at termination of employment.

Business Impact Estimate Form

This Business Impact Estimate Form is provided to document compliance with and exemption from the requirements of Sec. 166.041(4), Fla. Stat. If one or more boxes are checked below under “Applicable Exemptions”, this indicates that the City of Brooksville has determined that Sec. 166.041(4), Fla. Stat., does not apply to the proposed ordinance and that a business impact estimate is not required by law. If no exemption is identified, a business impact estimate required by Sec. 166.041(4), Fla. Stat. will be provided in the “Business Impact Estimate” section below. In addition, even if one or more exemptions are identified, the City of Brooksville may nevertheless choose to provide information concerning the proposed ordinance in the “Business Impact Estimate” section below. This Business Impact Estimate Form may be revised following its initial posting.

Proposed ordinance’s title/reference:

ORDINANCE NO. 1010

AN ORDINANCE OF THE CITY OF BROOKSVILLE, FLORIDA, TERMINATING THE CITY OF BROOKSVILLE FIREFIGHTERS’ RETIREMENT TRUST FUND, ADOPTED PURSUANT TO ORDINANCE NO. 525-I, AS SUBSEQUENTLY AMENDED; PROVIDING FOR IMPLEMENTATION BY THE TRUST FUND BOARD OF TRUSTEES AND CITY STAFF; REVOKING THE CITY’S PARTICIPATION AND PREMIUM TAX UNDER CHAPTER 175, FLORIDA STATUTES; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

Applicable Exemptions:

- The proposed ordinance is required for compliance with Federal or State law or regulation;
- The proposed ordinance relates to the issuance or refinancing of debt;
- The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the municipal government;
- The proposed ordinance is an emergency ordinance;
- The ordinance relates to procurement; or
- The proposed ordinance is enacted to implement the following:
 - Development orders and development permits, as those terms are defined in s. 163.3164, and development agreements, as authorized by the Florida Local Government Development Agreement Act under Sections 163.3220-163.3243;

- Comprehensive plan amendments and land development regulation amendments initiated by an application by a private party other than the municipality;
- Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
- Section 553.73, Florida Statutes, relating to the Florida Building Code; or
- Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

Business Impact Estimate:

The City of Brooksville hereby publishes the following information:

1. A summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

n/a

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the municipality, including the following, if any:

- (a) An estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted:

n/a

- (b) Identification of any new charge or fee on businesses subject to the proposed ordinance, or for which businesses will be financially responsible:

n/a

- (c) An estimate of the municipality's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs:

n/a

3. A good faith estimate of the number of businesses likely to be impacted by the ordinance:

n/a

4. Additional information the governing body determines may be useful (if any):

n/a

***Note:** The City's provision of information in the Business Impact Estimate section above, notwithstanding an applicable exemption, shall not constitute a waiver of the exemption or an admission that a business impact estimate is required by law for the proposed ordinance. The City's failure to check one or more exemptions below shall not constitute a waiver of the omitted exemption or an admission that the omitted exemption does not apply to the proposed ordinance under Sec. 166.041(4), Fla. Stat., Sec. 166.0411, Fla. Stat., or any other relevant provision of law.*



HERNANDO SUN

Published Weekly
BROOKSVILLE, HERNANDO COUNTY, FLORIDA

**STATE OF FLORIDA
COUNTY OF HERNANDO**

Before the undersigned authority personally appeared Brandon Bressner, who under oath says he is a registered representative of *Hernando Sun*, a weekly newspaper published in Brooksville, Hernando County, Florida, that the attached copy of advertisement, being a legal notice in the matter of:

FILE NO.:

vs.
Public Hearing on Monday, January 26, 2026 at 7:00 p.m.

in the Circuit Court, was published in said newspaper in the issues of
Jan. 16, 2026

Affiant further says that the said *Hernando Sun* is a newspaper published at Brooksville, in said Hernando County, Florida, and that the said newspaper has heretofore been continuously published in said Hernando County, Florida, each week and has been entered as periodical matter at the post office in Brooksville in said Hernando County, Florida, for a period of 1 year next preceding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Signature of Affiant

Sworn to and subscribed before me this 16th day of January 2026.

Signature of Notary

Personally known X or produced identification _____

Type of identification produced _____

Name of Notary typed printed or stamped



**NOTICE OF PUBLIC HEARING
CITY OF BROOKSVILLE,
FLORIDA
CITY COUNCIL
201 HOWELL AVENUE
BROOKSVILLE, FLORIDA 34601**

Notice is hereby given that the City Council of the City of Brooksville will hold a Public Hearing on Monday, January 26, 2026 at 7:00 p.m. in the Joseph E. Johnston, III, Council Chambers, located at 201 Howell Ave., Brooksville, FL 34601, for Final Reading of Annexation Ordinance No. 1010. The ordinance in its entirety may be inspected at the office of the City Clerk during regular hours.

AN ORDINANCE OF THE CITY OF BROOKSVILLE, FLORIDA, TERMINATING THE CITY OF BROOKSVILLE FIREFIGHTERS' RETIREMENT TRUST FUND ADOPTED PURSUANT TO ORDINANCE NO. 525 AND AMENDED AND RESTATED BY ORDINANCE NOS. 525-C AND 525-I, AS SUBSEQUENTLY AMENDED; PROVIDING FOR IMPLEMENTATION BY THE TRUST FUND BOARD OF TRUSTEES AND CITY STAFF; REVOKING THE CITY'S PARTICIPATION AND PREMIUM TAX UNDER CHAPTER 175, FLORIDA STATUTES; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

All persons wishing to be heard, please take notice and govern yourself accordingly. You are further advised that if a person decides to appeal any decision with respect to any matter considered at these proceedings, he will need a record of the proceedings, and that, for such purpose, he may need to ensure that a verbatim record of the proceedings is made which record includes the testimony and evidence upon which the appeal is to be based.

In accordance with the Americans with Disabilities Act, persons with disabilities needing a special accommodation to participate in this proceeding should contact Human Resources/ADA Coordinator, no later than 48 hours in advance of the meeting at (352)540-3810. Meeting agendas and supporting documentation are available from the City Clerk's office and on line at www.cityofbrooksville.us.

s/Jennifer J. Batista CMC, City Clerk
PUBLISH: *Hernando Sun*, January 16, 2026
7679-331960
Jan 16, 2026

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF BROOKSVILLE AND
HERNANDO COUNTY REGARDING CONSOLIDATION OF FIRE RESCUE
SERVICES**

THIS INTERLOCAL AGREEMENT (“Agreement”) is entered into this 23rd day of September, 2025, by and between CITY OF BROOKSVILLE, a municipal corporation organized and existing under the laws of the State of Florida (“City”), and HERNANDO COUNTY, a political subdivision of the State of Florida (“County”), collectively referred to herein as the “Parties.”

WHEREAS, Article VIII, Section 1 of the Florida Constitution and Chapter 163, Part I, Florida Statutes (the “Florida Interlocal Cooperation Act of 1969”) authorize local governmental units to enter into agreements to exercise jointly any power, privilege, or authority which they share in common and which each might exercise separately; and,

WHEREAS, the City presently provides fire protection and related emergency services to property owners and residents within its municipal boundaries through the Brooksville Fire Department and also provides fire protection and related emergency services in Hernando County; and,

WHEREAS, the County provides fire rescue services to properties and residents in the unincorporated areas of the County and in the City of Brooksville through the Hernando County Fire Rescue Department; and,

WHEREAS, the Parties desire to consolidate the City’s fire protection services into the County’s fire rescue system to achieve greater efficiency, reduce duplication of services, enhance service levels, and promote fiscal responsibility; and,

WHEREAS, the Parties intend for this consolidation to be effective October 1, 2025; and,

WHEREAS, the Parties desire to set forth the financial, operational, and transitional terms of such consolidation in this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

ARTICLE 1. EFFECTIVE DATE AND TERM

1.1 Effective Date: This Agreement shall become effective at 8:00 a.m. on October 1, 2025 (“Effective Date”) and shall continue in full force and effect unless terminated as provided herein.

ARTICLE 2. CONSOLIDATION OF SERVICES

2.1 Transfer of Fire Services: On the Effective Date, the Brooksville Fire Department shall be consolidated into the Hernando County Fire Rescue Department (“County Fire Rescue”), and the County shall provide all fire suppression, fire prevention, rescue, and related emergency services within the municipal boundaries of the City.

2.2 Personnel Transition/Assignment: On the Effective Date, all current City fire department personnel shall be offered positions with County Fire Rescue. The County requires that individuals serving in the classifications of driver-engineer, captain, and district chief also hold a paramedic certification. City personnel presently holding those positions but lacking a paramedic certification shall be employed by the County as firefighter/EMTs and permitted to attend paramedic school and complete such additional training and coursework as the County may require. Upon successful completion of such requirements, those employees shall be eligible to test for promotion to the equivalent position previously held in the City’s Fire Department. The County acknowledges that this arrangement is consistent with the understanding reached with IAFF Local #3760. Personnel shall otherwise retain credit for tenure, years of service, accrued leave, and seniority in accordance with applicable County policies.

2.3 Pension: The pension liability associated with the City’s Fire Pension Plan shall remain the sole responsibility of the City. City personnel hired by the County pursuant to this Agreement shall be eligible to enroll in the Florida Retirement System (“FRS”) and may purchase creditable service therein, subject to the eligibility requirements of FRS. The City shall take all actions necessary to close or terminate its existing Fire Pension Plan in accordance with Florida law.

2.4 Uniform Insignia: The County shall not alter its uniforms or insignia to reflect the City. However, in recognition of the City’s history, the name “Brooksville” shall be retained on the fire station and apparatus assigned thereto, and historic recognition shall be maintained within the facility.

ARTICLE 3. FINANCIAL TERMS

3.1 FY 2025–2026 Payment: For Fiscal Year 2025–2026, the City shall pay to the County the sum of \$1,478,341.89, payable in twelve (12) equal monthly installments of \$123,195.16, with the first installment due on October 1, 2025, and subsequent installments due on the first day of each month thereafter. During this period of time, the City shall collect its fire assessments and shall use such assessments received to pay the monthly installments to the County and shall use any remaining fire assessments received to pay other fire related expenses as needed.

3.2 FY 2026–2027 and Beyond: Beginning in Fiscal Year 2026–2027 and for each fiscal year thereafter, no payments shall be due from the City to the County for fire rescue services. The County shall levy and collect Fire Assessments from City property owners in the same manner, using the same calculation methodology, as applied to property owners in unincorporated areas of the County. Upon consolidation of the Brooksville Fire Department into the County Fire Rescue, the City shall enact an ordinance opting the City into the County’s annual fire rescue special assessments and shall amend Brooksville City Code § 34-31(b) to remove the City’s automatic opt-out from the County’s emergency medical service MSTU if its rate exceeds 0.6 mills.

3.3 One-Time Service Contract and Debt Assumption: The City’s obligation shall be limited to the one-time cost described in Section 3.1. Thereafter, the County shall assume all debt, liabilities, and monetary responsibilities associated with providing fire suppression, emergency medical services, and related services within the City.

ARTICLE 4. FACILITIES, EQUIPMENT, AND ASSETS

4.1 Lease of Fire Station: The County shall lease, and not purchase, the existing City Fire Station pursuant to a separate Lease Agreement executed contemporaneously with this Agreement.

4.2 Purchase of Assets: The County’s primary interest is in acquiring the City’s fire engine and brush truck, at values mutually agreed upon or, if necessary, determined by a neutral third-party appraiser. All other assets may be liquidated by either the City or the County, with the proceeds retained by the disposing party. The County will retain, dispose of, or liquidate any assets that remain in the fire station on the effective date unless the City provides a list of assets they intend to remove within 10 days of the effective date.

4.3 Labeling of Apparatus: Fire apparatus and other equipment assigned to and primarily serving the City shall be prominently labeled “CITY OF BROOKSVILLE,” in addition to any County markings.

ARTICLE 5. SERVICE LEVELS, FIRE HYDRANTS AND FIRE INSPECTIONS

5.1 Service Standards: The County shall provide fire rescue services to properties and residents within the City at service levels and response times consistent with applicable National Fire Protection Association (“NFPA”) standards. While the County endeavors to maintain such standards, it retains discretion during periods of high demand to reallocate apparatus in order to ensure the best overall coverage. The County intends to house both an ambulance and an Advanced Life Support (ALS) fire engine at the Brooksville station; however, the County cannot give an absolute guarantee that one ambulance and a ladder truck will always be in the City.

5.2 Fire Hydrant Maintenance: The County shall not assume responsibility for the maintenance, inspection, or repair of fire hydrants located within the City unless separately compensated. At present, Hernando County Fire Rescue performs hydrant maintenance within the unincorporated County and bills Hernando County Utilities for such service. If the County were to assume hydrant maintenance responsibilities within the City, the annual cost would be calculated as the total of the actual itemized cost of 1 hydrant technician, vehicle costs, and operating /supply costs for up to 2000 fire hydrants on the City's water utility system, to be payable annually on October 1st. The County Fire Rescue will follow NFPA 291 (or any future revised NFPA standard) on hydrant flow testing and markings. HCFR will report and yield all service and operational repairs to the City's water utility. The installation of the 2001st fire hydrant on the City's water utility system will automatically initiate the renegotiation of these terms amongst the parties. If the City maintains their own fire hydrants, the City will provide to the County Fire Rescue the flow testing results and the applicable maintenance records annually and in cooperation with any insurance rating inspections. That annual cost would be increased each year to keep up with inflation as calculated using the Federal CPI Inflation Calculator found at https://www.bls.gov/data/inflation_calculator.htm.

5.3 Fire Inspections: Beginning on the Effective Date, the County shall assume responsibility for fire inspections within the City. The Parties acknowledge that this responsibility is included in the one-time payment made by the City to the County for Fiscal Year 2025–2026. The City shall provide to the County all inspection records and related data necessary to prevent duplication and ensure that properties remain on their established inspection schedules. Commencing in Fiscal Year 2026–2027, the costs of such inspections shall be funded through the County's Fire Assessment program.

ARTICLE 6. CITY ORDINANCE CHANGES

6.1 Upon consolidation of the Brooksville Fire Department into the County Fire Rescue, the City shall repeal Brooksville City Code Chapter 46, Articles II (Fire Division), III (Fire Code), IV (Mutual Aid), V (Air Curtain Incineration Land Clearing), and VII (Emergency Services Cost Recovery Ordinance) effective as of October 1, 2025. Repealing those conflicting provisions will allow the County's Fire Code to be enforced countywide.

ARTICLE 7. FIRE IMPACT FEES

7.1 The City and the County shall enter into a separate Interlocal Agreement addressing issues relating to Fire Impact Fees going forward.

ARTICLE 8. MISCELLANEOUS PROVISIONS

8.1 Indemnification: To the extent permitted by law, each Party shall be responsible for its own acts or omissions and those of its officers, employees, and agents.

8.2 Amendments: This Agreement may be amended only in writing, duly executed by both Parties.

8.3 Governing Law and Venue: This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any dispute shall be in the Circuit Court in and for Hernando County, Florida.

8.5 Entire Agreement: This document, along with any contemporaneously executed Lease Agreement, constitutes the entire agreement between the Parties concerning the subject matter herein.

8.6 Severability: If any provision of this Agreement is found invalid or unenforceable, the remaining provisions shall continue in full force and effect.

8.7 Notices: All notices required hereunder shall be by hand-delivery or first-class mail, return receipt requested. Any notice hereunder shall be addressed to the party intended to receive same at the following addresses:

For the City:

City of Brooksville
c/o Office of the City Manager
201 Howell Avenue
Brooksville, Florida 34601

With a copy to:

Gretchen R. H. ("Becky") Vose, Esq.
Vose Law Firm LLP
324 W. Morse Boulevard
Winter Park, Florida 32789

For the County:

Hernando County
c/o County Administrator's Office
15470 Flight Path Dr.
Brooksville, Florida 34604

With a copy to:

Office of the County Attorney
20 North Main Street, Suite 462
Brooksville, Florida 34601

8.8 Reporting: The County shall provide the City of Brooksville with written quarterly reports detailing service data and call statistics specific to the municipal boundaries of the City. In addition, the Fire Chief, or their designee, shall appear before the Brooksville City Council on an annual basis to present an end-of-year summary of services, performance metrics, and other relevant information.

8.9 Dispute Resolution: Adjudication of any disputes arising out of the interpretation or enforcement of this Agreement shall occur in a court of competent jurisdiction located in Hernando County, Florida. Prior to seeking judicial resolution, the parties shall attempt to resolve the dispute through the governmental conflict resolution procedures specified in the "Florida Governmental Conflict Resolution Act," Fla. Stat. §§ 164.101-164.1061, as it may be amended. Each party shall bear its own costs for any mediation or litigation, including attorney's fees.

8.10 Preservation of Rights and Immunities: Nothing in this Agreement shall be construed as waiving or diminishing any constitutional or statutory right or immunity possessed by either party.

8.11 No Waiver: The decision by either party not to seek enforcement of any term or provision of this Agreement shall not be considered a waiver of the right to enforce such term or provision in the future.

8.12 Certified Copy to Be Filed: A certified copy of this Agreement shall be filed with the Clerk of the Circuit Court of Hernando County, Florida, as required by the Florida Interlocal Cooperation Act of 1969.

8.13 Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together, shall constitute one (1) and the same instrument

(SIGNATURES TO FOLLOW ON NEXT PAGE)

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on their behalf by their duly authorized representatives.

BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA



Attest: Heidi Prose, D.C.
DOUG CHORVAZ, JR.
Clerk

By: [Signature]
BRIAN HAWKINS
Chairman

Approved for Form and Legal Sufficiency

Jon Joubert
County Attorney's Office

CITY OF BROOKSVILLE



Attest: Jennifer U. Battista
JENNIFER U. BATTISTA, CMC
Clerk

By: Christa A. Tanner
CHRISTA TANNER
Mayor

Approved for Form and Legal Sufficiency

[Signature]
City Attorney

Approved by HC BOCC
9/23/25

Approved by City Council
9/15/25