

**CITY OF SPANISH FORT  
CITY COUNCIL MEETING  
AGENDA**

Regular Meeting  
February 17, 2025  
Spanish Fort Community Center  
6:00 p.m.

- I. CALL TO ORDER
- II. ROLL CALL
- III. INVOCATION
- IV. PLEDGE OF ALLEGIANCE
- V. APPROVAL OF THE MINUTES OF THE PREVIOUS MEETINGS

Work Session February 3, 2025  
Regular Meeting February 3, 2025

- VI. REPORTS OF COMMITTEES AND OFFICERS
- VII. PUBLIC PARTICIPATION
- VIII. ANNOUNCEMENTS

The Spanish Fort Community Center, Spanish Fort Public Library and the Spanish Fort Senior Center will be closed on Tuesday, March 4, 2025, to celebrate Mardi Gras 2025.

- IX. OLD BUSINESS
- X. NEW BUSINESS

**Public Hearing on Ordinance No. 695-2025 as follows:**

Ordinance No. 695-2025-----An Ordinance Amending Ordinance No. 51-96 of the City of Spanish Fort, Alabama

**Public Hearing on Ordinance No. 696-2025 as follows:**

Ordinance No. 696-2025-----An Ordinance Amending Ordinance No. 51-96 of the City of Spanish Fort Changing the Zoning Classification of Certain Property Located at 10284 US Highway 31, Spanish Fort, Alabama, from R-1 to B-1

Ordinance No. 699-2025-----An Ordinance Amending Ordinance No. 51-96 of the City of Spanish Fort Changing the Zoning Classification of Certain Property Described as Lot 6-D, Eastern Shore Centre, Phase Four, Spanish Fort, Alabama, from B-3 to B-5

**Public Hearing on Resolution No. 1480-2025 as follows:**

Resolution No. 1480-2025----A Resolution Approving the Conceptual Honor Park Master Plan

Resolution No. 1481-2025----A Resolution Amending the Spanish Fort Police Department Policy Manual

Resolution No. 1482-2025----A Resolution Regarding Responsibility for Potential  
Cost Overruns for an ATRIP-II Grant Project

Resolution No. 1483-2025----A Resolution Authorizing the Mayor to Execute a  
Contract with VirTra, Inc., for the Purchase and  
Installation of a Training Simulator for the City of  
Spanish Fort Police Department

XI. ADJOURN TO NEXT MEETING  
Work Session and Regular Meeting, March 3, 2025

## Spanish Fort City Council

### Minutes, Work Session, Monday, February 3, 2025

The City Council of the City of Spanish Fort, Alabama, met February 3, 2025, at 4:01 p.m., at the Spanish Fort Community Center, that being the scheduled date, time and place of such meeting.

The following Councilmembers were present: Curt Smith, Carl Gustafson, Shane Perry, Stephen Winn, Mary Brabner and Mayor McMillan. A quorum being present, the work session proceeded.

The Council discussed general municipal business.

City Attorney David Conner made a recommendation that the City Council go into executive session in accordance with the Alabama Open Meetings Act to discuss the general reputation and character of certain individuals and, subject to the limitations set out therein, to discuss the job performance of certain public employees; to discuss the legal ramifications of and legal options for pending litigation, controversies not yet being litigated, but imminently likely to be litigated, or imminently likely to be litigated if the governmental body pursues a proposed course of action; and to discuss the consideration the governmental body is willing to offer or accept when considering the purchase, sale, exchange, lease, or market value of real property. Mr. Conner made an oral declaration that the exceptions under the Open Meetings Act are applicable to the planned discussion. A motion was made by Councilmember Gustafson and seconded by Councilmember Smith to go into executive session at 4:43 p.m. to discuss the aforementioned matters. Mayor McMillan called for the polling of votes. Voting “aye” were Councilmembers Curt Smith, Gustafson, Perry, Winn, Brabner and Mayor McMillan. Voting “nay” were none. Mayor McMillan announced that the executive session would last approximately 45 minutes and that the Work Session would resume upon the conclusion of the executive session. At 5:34 p.m. City Clerk Rebecca Gaines announced the work session would continue approximately an additional 15 minutes.

The Council reconvened at 5:47p.m.

The Council discussed general municipal business.

There being no further business before the Council, the work session adjourned at 5:47 p.m.

*Approved this \_\_\_\_\_ day of February, 2025.*

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Rebecca A. Gaines, CMC  
City Clerk

**Spanish Fort City Council  
Minutes, Regular Meeting, February 3, 2025**

**CALL TO ORDER**

The City Council of the City of Spanish Fort, Alabama, met Monday, February 3, 2025 at 6:00 p.m., at the Spanish Fort Community Center, that being the scheduled date, time and place of such meeting.

**ROLL CALL**

The following Councilmembers were present: Curt Smith, Carl Gustafson, Shane Perry, Stephen Winn, Mary Brabner and Mayor McMillan. A quorum being present, the meeting proceeded.

**INVOCATION AND PLEDGE OF ALLEGIANCE**

City Attorney David Conner led the invocation and Pledge of Allegiance.

**APPROVAL OF MINUTES OF PREVIOUS MEETINGS**

The minutes of the Meeting and Work Session of January 27, 2025, were distributed to each member, and Mayor McMillan called for any corrections. No corrections being offered, Mayor McMillan declared the minutes approved as written.

**REPORTS OF COMMITTEES AND OFFICERS**

Councilmember Gustafson reported that the Junior City Council will be meeting with Representative Matt Simpson on February 10, 2025, at 5:00 p.m. and is planning the annual Jimmy Faulkner Drive cleanup for March 22, 2025. The Junior City Council is also working with University Hospital and the Library to assist in presenting a Safety Day for the City on April 5, 2025.

Councilmember Brabner reported on the activities of the Public School Commission and presented a video showcasing the STEAM hovercraft project made possible by the Public School Commission.

**PUBLIC PARTICIPATION**

There was none.

**ANNOUNCEMENTS**

There were none.

**OLD BUSINESS**

There was none.

**NEW BUSINESS**

***Ordinance No. 695-2025***

Mayor McMillan introduced Ordinance No. 695-2025, an ordinance amending Ordinance No. 51-96 of the City of Spanish Fort, Alabama. Discussion followed. Mayor McMillan announced that a public hearing will be held at the Monday, February 17, 2025, City Council meeting to hear comments from those in favor of or opposed to the proposed Ordinance.

***Ordinance No. 696-2025***

Mayor McMillan introduced Ordinance No. 696-2025, an ordinance amending Ordinance No. 51-96 of the City of Spanish Fort Changing the Zoning Classification of Certain Property Located at 10284 US Highway 31, Spanish Fort, Alabama, from R-1 to B-1. Discussion followed. Mayor McMillan announced that a public hearing will be held at the Monday, February 17, 2025, City Council meeting to hear comments from those in favor of or opposed to the proposed Ordinance.



***Resolution No. 1475-2025***

Mayor McMillan presented Resolution No. 1475-2025, a resolution authorizing the Mayor to enter into an agreement with The Haven, Inc. Discussion followed.

A motion was made by Councilmember Smith and seconded by Councilmember Gustafson to adopt Resolution No. 1475-2024. Discussion followed. Mayor McMillan called for a polling of votes. Voting “aye” were Councilmembers Curt Smith, Gustafson, Perry, Winn, Brabner and Mayor McMillan. Voting “nay” were none. Mayor McMillan declared the Resolution adopted.

***Resolution No. 1476-2025***

Mayor McMillan presented Resolution No. 1476-2025, a resolution awarding the bid for the Spanish Fort Community Center Parking Lot Paving Project. Discussion followed.

A motion was made by Councilmember Winn and seconded by Councilmember Gustafson to adopt Resolution No. 1476-2024. Discussion followed. Mayor McMillan called for a polling of votes. Voting “aye” were Councilmembers Curt Smith, Gustafson, Perry, Winn, Brabner and Mayor McMillan. Voting “nay” were none. Mayor McMillan declared the Resolution adopted.

***Resolution No. 1477-2025***

Mayor McMillan presented Resolution No. 1477-2025, a resolution awarding the bid for the VOIP Telephone System for the City of Spanish Fort. Discussion followed.

A motion was made by Councilmember Winn and seconded by Councilmember Perry to adopt Resolution No. 1477-2024. Discussion followed. Mayor McMillan called for a polling of votes. Voting “aye” were Councilmembers Curt Smith, Gustafson, Perry, Winn, Brabner and Mayor McMillan. Voting “nay” were none. Mayor McMillan declared the Resolution adopted.

***Resolution No. 1478-2025***

Mayor McMillan presented Resolution No. 1478-2025, a resolution awarding the bid for the Spanish Fort Town Center Pickleball Complex. Discussion followed.

A motion was made by Councilmember Smith and seconded by Councilmember Perry to adopt Resolution No. 1478-2024. Discussion followed. Mayor McMillan called for a polling of votes. Voting “aye” were Councilmembers Curt Smith, Gustafson, Perry, Winn, Brabner and Mayor McMillan. Voting “nay” were none. Mayor McMillan declared the Resolution adopted.

***Resolution No. 1479-2025***

Mayor McMillan presented Resolution No. 1479-2025, a resolution authorizing the Mayor of the City of Spanish Fort, Alabama, to enter into an agreement for the acquisition of certain real property located within the corporate limits of the City of Spanish Fort. Discussion followed.

A motion was made by Councilmember Brabner and seconded by Councilmember Gustafson to adopt Resolution No. 1479-2025. Discussion followed. Mayor McMillan called for a polling of votes. Voting “aye” were Councilmembers Curt Smith, Gustafson, Perry, Winn, Brabner and Mayor McMillan. Voting “nay” were none. Mayor McMillan declared the Ordinance adopted.

***Resolution No. 1480-2025***

Mayor McMillan introduced Resolution No. 1480-2025, a resolution approving the conceptual Honor Park master plan. Discussion followed. Mayor McMillan announced that a public hearing will be held at the Monday, February 17, 2025, City Council meeting to hear comments from those in favor of or opposed to the proposed master plan.

***ADJOURNMENT***

There being no further business before the Council, the meeting adjourned from executive session at 6:25 p.m.

*Approved this \_\_\_\_ day of February, 2025.*

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Rebecca A. Gaines  
City Clerk.

## ORDINANCE NO. 695-2025

### AN ORDINANCE AMENDING ORDINANCE NO. 51-96 OF THE CITY OF SPANISH FORT, ALABAMA

**WHEREAS**, it has been determined that the Zoning Ordinance should be amended in order to add regulations related to Storage Shed Sales and Display of Storage Sheds; and

**WHEREAS**, the Planning Commission of the City of Spanish Fort held a public hearing on January 13, 2025, and the City Council of the City of Spanish Fort held a meeting on February 17, 2025, for the purpose of receiving public comments on proposed amendments to Ordinance No. 51-96, as amended, the Zoning Ordinance of the City of Spanish Fort; and

**WHEREAS**, the City Council has determined that said Zoning Ordinance should be amended.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SPANISH FORT, ALABAMA, AS FOLLOWS:**

**SECTION 1.** Ordinance No. 51-96, as amended, is hereby amended by adding Section 7.13 RESTRICTIONS ON STORAGE SHED SALES AND DISPLAY OF STORAGE SHEDS which reads as follows:

#### **7.13 RESTRICTIONS ON STORAGE SHED SALES AND DISPLAY OF STORAGE SHEDS.**

##### **7.1301 Operation Restrictions on Storage Shed Sales and Display of Storage Sheds.**

a. A maximum of eight (8) storage sheds or model sheds for sale or display shall be allowed on a property which meets the minimum lot area of 21,780 square feet. For property or parcels larger than 21,780 square feet in lot area, one (1) additional storage shed or model shed for sale or display may be allowed for each additional 2,722.50 square feet of lot area, for a maximum of sixteen (16) storage sheds or model sheds for each property or business. No additional property, adjacent property or contiguous property may be used or added to increase the number of storage sheds or model sheds allowed on a property or utilized by a business, including any related or affiliated businesses or entities, to increase or exceed the maximum number of sixteen (16) storage sheds or model sheds allowed.

b. The storage sheds or model sheds shall not be used for storage at the sales facility and shall not be used or occupied as a sales office or for any other purpose.

c. Adequate space and improvements shall be made to the property in order to allow for onsite loading and unloading of the storage sheds, and delivery trucks and equipment to load and unload the storage sheds shall not be allowed to park on a public right-of-way to load or unload the storage sheds.

d. No facility for the sale and display of storage sheds shall be located in a flood zone or other areas prohibited by the City.

e. Storage sheds shall not be manufactured, built or assembled on the property, but shall be delivered to the site for sale and display as a finished product.

**7.1302 Site Requirements.** A facility for storage shed sales and display of storage sheds only shall have a minimum frontage on the primary street of 120 feet and a minimum lot area of 21,780 square feet. All buildings and storage sheds on display shall be setback 40 feet from all street right-of-way lines. Retail stores, hardware stores, home improvement stores or other facilities which offer storage sheds for sale or display model sheds shall meet all requirements of this Ordinance, must have sufficient unused lot area to meet the minimum lot size requirements set forth in this Section for such sales or display, and must have a minimum of five (5) acres of property for each such sales facility offering the storage sheds for sale or displaying model sheds, unless otherwise approved by the Planning Commission.

**7.1303** Access to Site. Vehicular entrances or exits at a facility for storage shed sales and display of storage sheds:

- 7.13031** Shall not be provided with more than two curb cuts for the first 120 feet of street frontage or fraction thereof.
- 7.13032** Shall contain an access width along the curb line of the street of not more than forty (40) feet as measured parallel to the street at its narrowest point and shall not be located closer than ten (10) feet to the adjoining property.
- 7.13033** Shall not have any two driveways, or curb cuts, any closer than twenty (20) feet at both the right-of-way line and the curb or edge of the pavement along a single street.

**7.1304** Other Site Improvements. In addition to the above requirements, the following additional site improvements shall be adhered to:

- 7.13041** A solid fence or wall not less than six (6) feet nor more than eight (8) feet in height shall be erected along all adjacent property lines facing any adjacent residential lot.
- 7.13042** Exterior lighting shall be arranged so that it is deflected away from adjacent properties.
- 7.13043** Signs, whether permanent or temporary, shall not be placed within any public right-of-way within the corporate limits of the City of Spanish Fort. Signs permitted for display shall be arranged so that they do not obstruct visibility for drivers or pedestrians.
- 7. 13044** All driving, parking, storage, and service areas shall be paved and a good stand of grass shall be maintained on the remainder of the lot, subject to all landscaping and tree protection requirements, unless otherwise approved by the Planning Commission.

**SECTION 2.** Section 6.4, Table of Permitted Uses and Conditions, of Ordinance No. 51-96, as amended, is hereby amended by adding the provisions contained in the attached Exhibit A which is incorporated herein by reference.

**SECTION 3.** Except as expressly amended herein, all terms and provisions contained in Ordinance No. 51-96, as amended, shall remain in full force and effect.

**SECTION 4.** If any part, section or subdivision of this Ordinance shall be held unconstitutional invalid for any reason, such holding should not be construed to invalidate or impair the remainder of this Ordinance, which shall continue in full force and effect notwithstanding such holding.

**SECTION 5.** This Ordinance shall become effective upon its adoption or as otherwise required by state law.

***ADOPTED and APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2025.***

\_\_\_\_\_  
Michael M. McMillan  
Mayor

\_\_\_\_\_  
Rebecca A. Gaines, CMC  
-City Clerk

**EXHIBIT ‘A’**  
**6.4 - TABLE OF PERMITTED USES AND CONDITIONS**

	R-1	R-2	R-3A	R-3B	R-3C	R-3D	R-4	B-1	B-2	B-3	B-4	B-5	M-1	T-1	C-1
Storage Shed Sales and Display of Storage Sheds and/or Models, which shall be in compliance with special provisions Section 7.13										P	P		R		

R = BY RIGHT; P = PLANNING COMMISSION APPROVAL; S = SPECIAL EXCEPTION; PC = PLANNING COMMISSION + CITY COUNCIL APPROVAL

## ORDINANCE NO. 696-2025

### AN ORDINANCE AMENDING ORDINANCE NO. 51-96 OF THE CITY OF SPANISH FORT CHANGING THE ZONING CLASSIFICATION OF CERTAIN PROPERTY LOCATED AT 10284 US HIGHWAY 31, SPANISH FORT, ALABAMA, FROM R-1 TO B-1

**WHEREAS**, the owner of the property made the subject of this change in zoning classification has requested that the zoning classification on the property be changed from R-1 to B-1; and

**WHEREAS**, the Planning Commission of the City of Spanish Fort, Alabama, held a meeting on Monday, January 13, 2025, and the City Council of the City of Spanish Fort held a meeting on February 17, 2025, for the purpose of receiving public comments on the proposed change in zoning classification.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SPANISH FORT, ALABAMA, AS FOLLOWS:**

#### **SECTION 1. Change in Zoning Classification.**

Ordinance No. 51-96, as amended, of the City of Spanish Fort, Alabama, is hereby amended by changing the zoning classification of certain property located at 10284 US Highway 31, bearing tax parcel number 05-32-07-26-0-000-018.000, and being more particularly described in Exhibit 1 which is attached hereto and made a part of this Ordinance as though set forth fully herein, from R-1, Single Family Low Density Residential District, to B-1, Professional Business District. A map of the subject property is attached as Exhibit 2.

#### **SECTION 2. Change in Zoning Map.**

The official zoning map for the City of Spanish Fort is hereby amended, changed or altered to reflect the change in zoning classification from R-1, Single Family Low Density Residential District, to B-1, Professional Business District, on the above referenced property.

#### **SECTION 3. Repealer Clause.**

Any ordinance heretofore adopted by the City Council of the City of Spanish Fort, Alabama, which is in conflict with this Ordinance is hereby repealed to the extent of such conflict. Except as expressly amended herein, all terms and provisions contained in Ordinance No. 51-96, as amended, shall remain in full force and effect.

#### **SECTION 4. Severability Clause.**

If any part, section or subdivision of this Ordinance shall be held unconstitutional or invalid for any reason, such holding shall not be construed to invalidate or impair the remainder of this Ordinance, which shall continue in full force and effect notwithstanding such holding.

#### **SECTION 5. Effective Date.**

This Ordinance shall become effective upon its adoption or as otherwise required by state law.

***ADOPTED and APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2025.***

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Michael M. McMillan  
Mayor

ATTEST:

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Rebecca A. Gaines  
City Clerk

## EXHIBIT "1" TO ORDINANCE NO. 696-2025

### LEGAL DESCRIPTION:

Beginning at a point where the South line of the paved highway known as U.S. Highway 31 intersects with the West line of the Northeast Quarter of the Northwest Quarter of Section 26, Township 4 South, Range 2 East, Baldwin County, Alabama; run thence South 140 yards to a point on the West line of said Northeast Quarter of the Northwest Quarter; thence East and parallel with the North line of said section, 70 yards to a point; thence North 140 yards, more or less, to a point on the South line of said highway; thence West 70 yards, more or less, to the POINT OF BEGINNING.

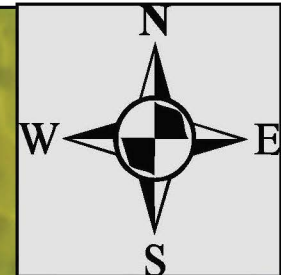
### LESS AND EXCEPT:

A part of NE  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of Section 26, Township 4 South Range 2 East, identified as Tract No, 91 on Project No. EB-0003(521) in Baldwin County, Alabama and being more fully described as follows:

Parcel 1 of 1: Commencing at a found concrete R/W monument on the present south R/W line of US Highway 31 and is shown on the R/W map of Project No. EB-0003(521) right of centerline of project at Station 225+38.05; thence in an easterly direction along the said present r/w line a distance of 1200 feet, more or less, to a point on the said present R/W line (said point also on the acquired R/W line (said point tie to present at offset 61.93' RT and perpendicular to centerline of project at Station 237+37.39)) and the Point of Beginning of the property herein to be conveyed; thence S 89°52'16" E and along said present R/W line a distance of 15.00 feet to a point on the grantor's east property line; thence S 03°11'00" E and along the grantor's said property line a distance of 15.00 feet to a point on the acquired R/W line (said point tie to present at offset 76.86' RT and perpendicular to centerline of project at station 237+53.30); thence N 46°31'38" W and along the acquired R/W line a distance of 21.82 feet to the POINT AND PLACE OF BEGINNING,



Exhibit 2



Rockwell Elementary

Gulf Coast Drive Train

Marathon

Thompson Tractor Company

EASTERN SHORE BLVD

Legend

RoadCenterlines_081721	B-3: General Business	City of Spanish Fort	R-1: Low-Density Single-Family Residential	R-4: Manufactured/Mobile Home Residential
Parcel_2021_3_18	B-4: Major Business District	Extraterritorial Jurisdiction	R-2: Medium-Density Single-Family Residential	State of Alabama
B-1: Professional Business	B-5: Hotel/Motel	M-1: Light Industrial	R-3: Multi-Family Residential	T-1: Telecommunication Tower District
B-2: Local Business	Baldwin County	PUD: Planned Unit Development	R-3D: Medium Density Multi-Family Residential	



## ORDINANCE NO. 699-2025

### AN ORDINANCE AMENDING ORDINANCE NO. 51-96 OF THE CITY OF SPANISH FORT CHANGING THE ZONING CLASSIFICATION OF CERTAIN PROPERTY DESCRIBED AS LOT 6-D, EASTERN SHORE CENTRE – PHASE FOUR, SPANISH FORT, ALABAMA, FROM B-3 TO B-5

**WHEREAS**, the owner of the property made the subject of this change in zoning classification has requested that the zoning classification on the property be changed from B-3 to B-5; and

**WHEREAS**, the Planning Commission of the City of Spanish Fort, Alabama, held a meeting on Monday, February 10, 2025, and the City Council of the City of Spanish Fort held a meeting on March 3, 2025, for the purpose of receiving public comments on the proposed change in zoning classification.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SPANISH FORT, ALABAMA, AS FOLLOWS:**

#### **SECTION 1. Change in Zoning Classification.**

Ordinance No. 51-96, as amended, of the City of Spanish Fort, Alabama, is hereby amended by changing the zoning classification of certain property described as Lot 6-D Eastern Shore Centre – Phase Four, bearing tax parcel number 05-32-07-26-0-000-021.053, and being more particularly described in Exhibit 1 which is attached hereto and made a part of this Ordinance as though set forth fully herein, from B-3, General Business District, to B-5, Hotel/Motel District. A map of the property is attached as Exhibit 2 to this Ordinance.

#### **SECTION 2. Change in Zoning Map.**

The official zoning map for the City of Spanish Fort is hereby amended, changed or altered to reflect the change in zoning classification from B-3, General Business District, to B-5, Hotel/Motel District, on the above referenced property.

#### **SECTION 3. Repealer Clause.**

Any ordinance heretofore adopted by the City Council of the City of Spanish Fort, Alabama, which is in conflict with this Ordinance is hereby repealed to the extent of such conflict. Except as expressly amended herein, all terms and provisions contained in Ordinance No. 51-96, as amended, shall remain in full force and effect.

#### **SECTION 4. Severability Clause.**

If any part, section or subdivision of this Ordinance shall be held unconstitutional or invalid for any reason, such holding shall not be construed to invalidate or impair the remainder of this Ordinance, which shall continue in full force and effect notwithstanding such holding.

#### **SECTION 5. Effective Date.**

This Ordinance shall become effective upon its adoption or as otherwise required by state law.

*ADOPTED and APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2025.*

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Michael M. McMillan  
Mayor

ATTEST:

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Rebecca A. Gaines, CMC  
City Clerk

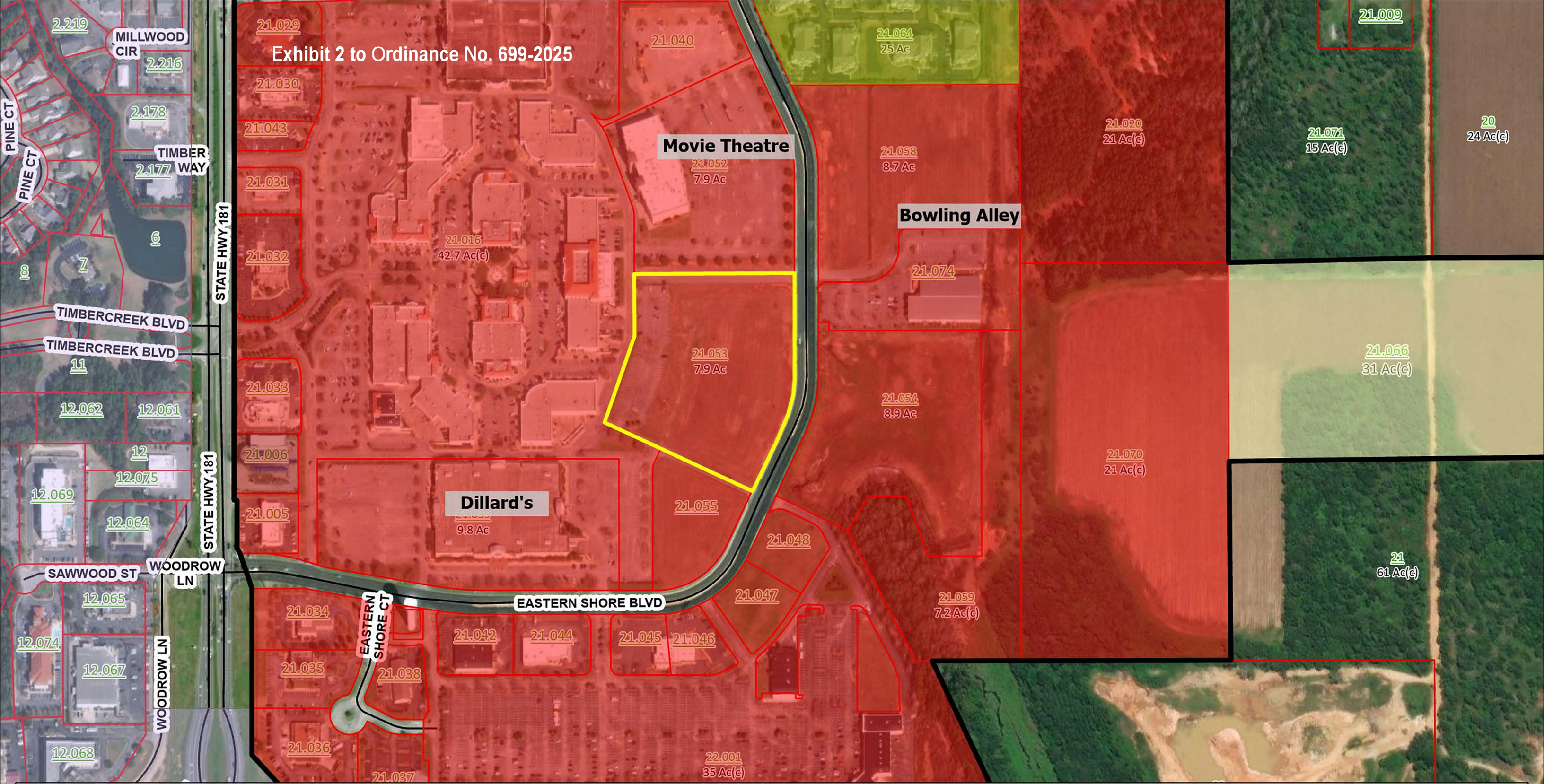
**EXHIBIT “1” TO ORDINANCE NO. 697-2025**

**LEGAL DESCRIPTION:**

LOT 6-D, EASTERN SHORE CENTRE PHASE FOUR, ACCORDING TO THE PLAT THEREOF  
RECORDED ON SLIDE NOS. 2225-B AND 2225-C IN THE OFFICE OF THE JUDGE OF  
PROBATE, BALDWIN COUNTY, ALABAMA



Exhibit 2 to Ordinance No. 699-2025



SF CITY LIMITS

SF CITY LIMITS

SF ZONING

- B-1: Professional Business
- B-2: Local Business
- B-3: General Business
- B-4: Major Business
- B-5: Hotel/Motel

- M-1: Light Industrial
- T-1: Telecommunication
- State of Alabama
- Baldwin County
- City of Spanish Fort
- PUD: Planned Unit Development
- R-1: Low-Density Single-Family Residential

- R-2: Medium-Density Single-Family Residential
- R-3A: Single Family High Density Residential
- R-3B: Single Family Patio or Garden Home
- R-3C: Low Density Multi-Family Residential
- R-3D: Medium Density Multi-Family Residential

- R-3E: High Density Multi-Family Residential
- R-4: Manufactured/Mobile Home Residential

ADJACENT CITIES

- Bay Minette
- Daphne
- Loxley



**RESOLUTION NO. 1480-2025**

**A RESOLUTION APPROVING THE HONOR PARK CONCEPTUAL MASTER PLAN**

**WHEREAS**, the City Council desired to have a Master Plan developed for the proposed Honor Park Project in the City of Spanish Fort to allow for community input, to provide for recreational amenities, and to promote nature, conservation, outdoor recreation and outdoor experiences for the citizens of the City of Spanish Fort; and

**WHEREAS**, Thompson Engineering prepared the Honor Park Conceptual Master Plan for the City; and

**WHEREAS**, the City Council desires to approve the proposed Honor Park Conceptual Master Plan.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPANISH FORT, ALABAMA**, that the Honor Park Conceptual Master Plan, which is attached hereto as Exhibit 1, is hereby approved to provide guidance on development of Phase I and future phases of the Honor Park project, subject to any changes or amendments approved by the City Council.

***ADOPTED and APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2025.***

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Michael M. McMillan  
Mayor

ATTEST:

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Rebecca A. Gaines, CMC  
City Clerk



# HONOR PARK

## CONCEPTUAL MASTER PLAN

Protect, Preserve, Enhance, Restore

January 2025



# GOALS & OBJECTIVES

- PROTECT, PRESERVE, ENHANCE & RESTORE EXISTING NATIVE PLANT AND WILDLIFE HABITAT
- PROVIDE PASSIVE & ACTIVE RECREATION AND EDUCATIONAL OPPORTUNITIES FOR ALL CITIZENS AND VISITORS OF SPANISH FORT
- PROVIDE COMMON SPACES FOR HOSTING EVENTS SUCH AS MARKETS, CONCERTS, AND GATHERINGS
- IMPLEMENT BEST MANAGEMENT PRACTICES TO MITIGATE EROSION AND RESTORE NATIVE VEGETATION
- IMPLEMENT LOW IMPACT DEVELOPMENT AND SUSTAINABLE DESIGN TECHNIQUES
- EMPHASIZE QUALITY, ACCESSIBILITY, AND SAFETY IN ALL ASPECTS OF DESIGN



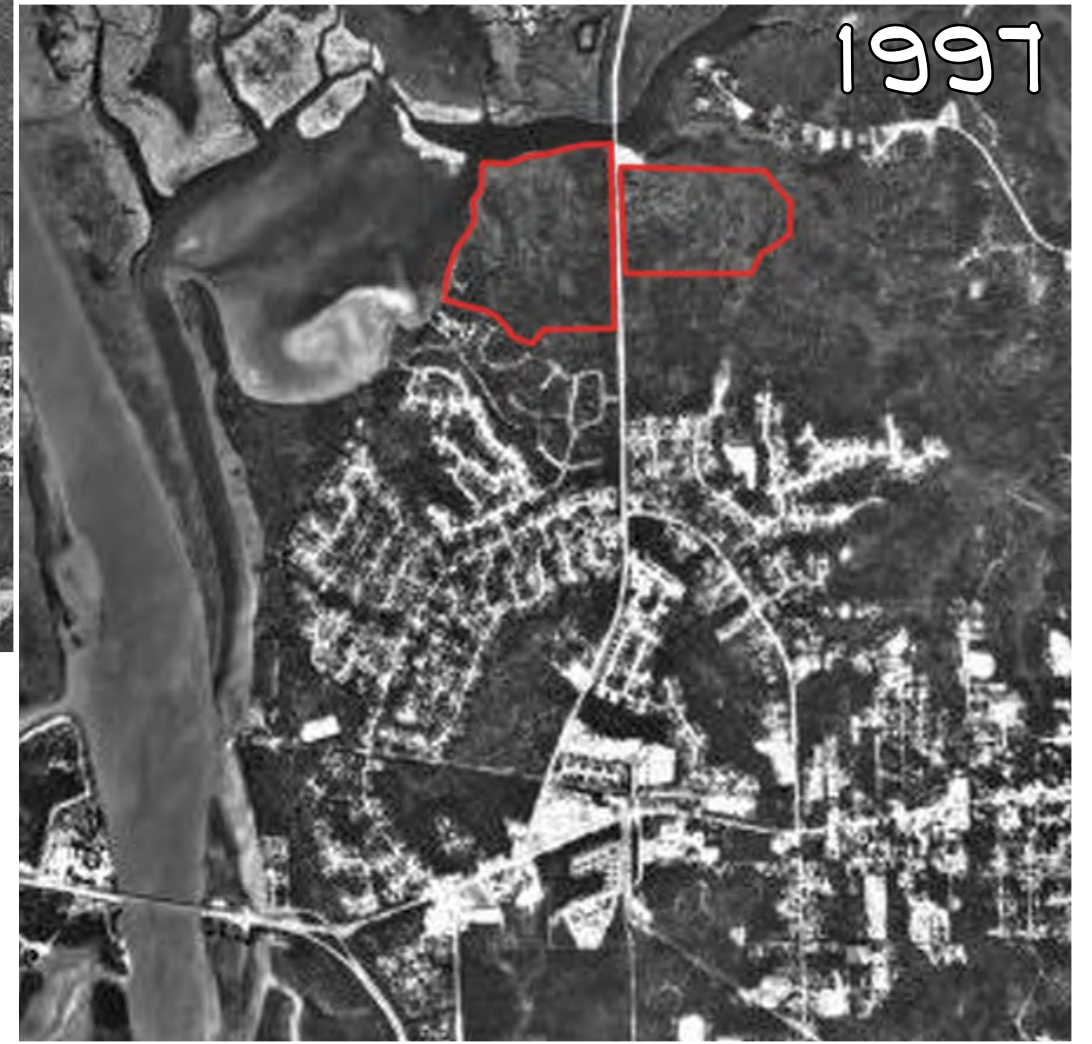
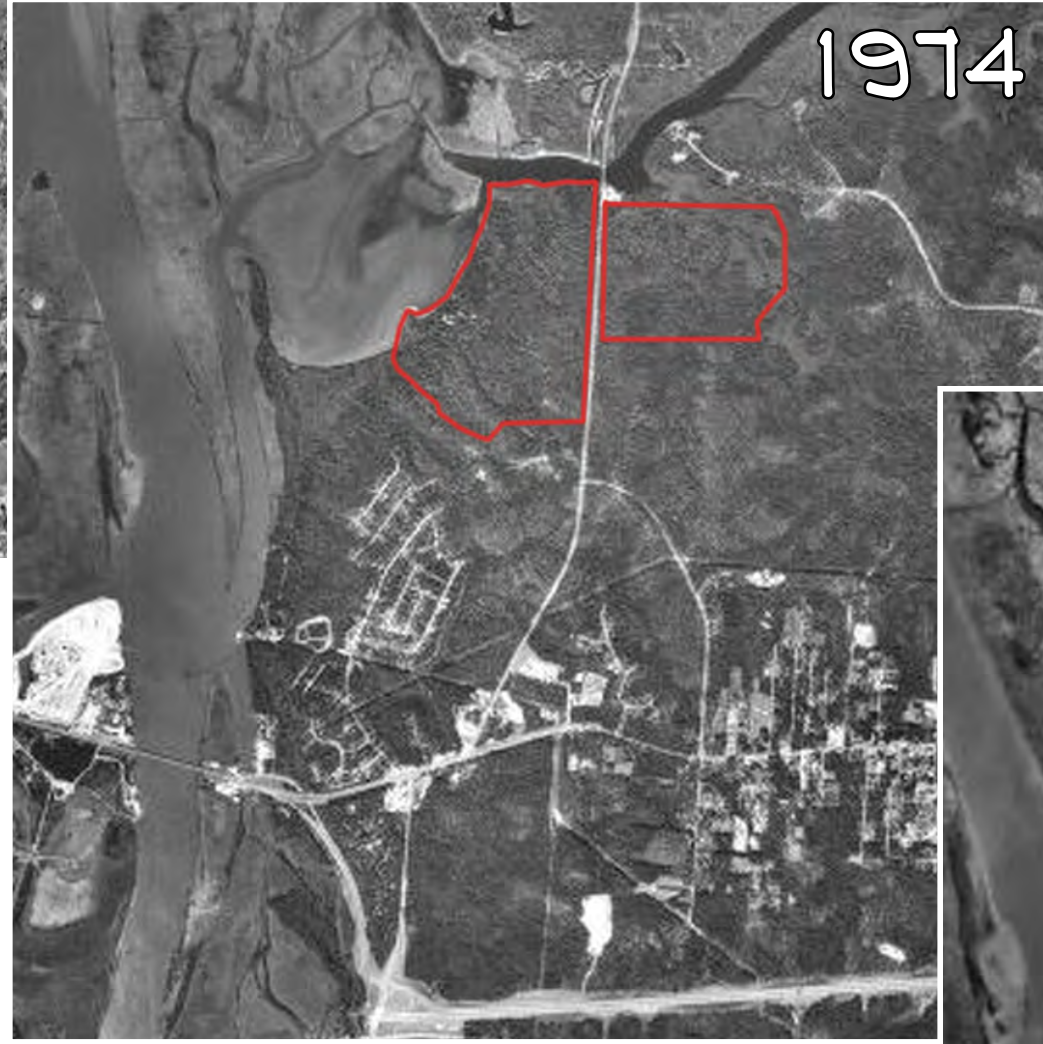
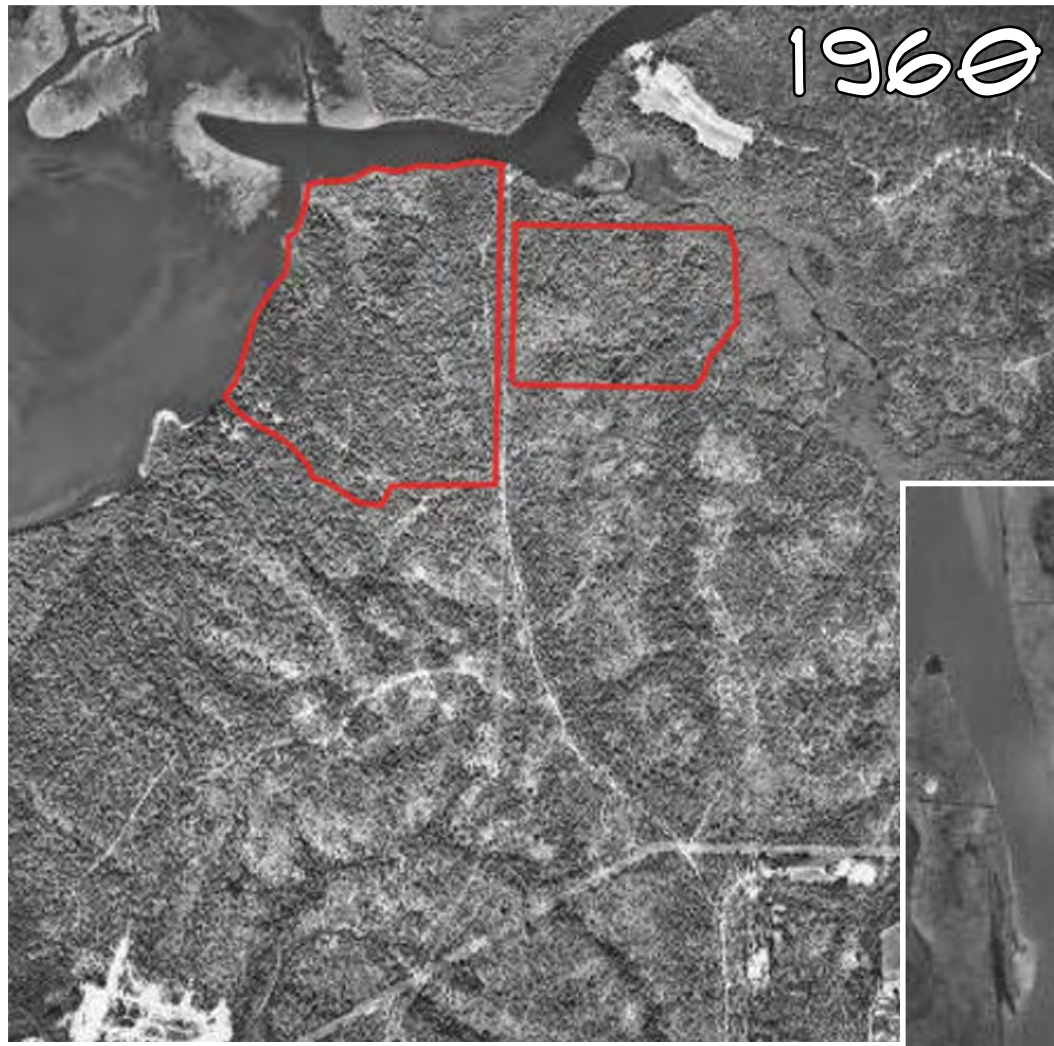


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# 45 ACRES



# HISTORICAL CONTEXT





EDGE OF WATER

SIGN

NAIL SET  
N:254423.32  
E:1842375.44  
ELEV=2.04

SAN SEWER MARKER

CONCRETE MONUMENT FOUND

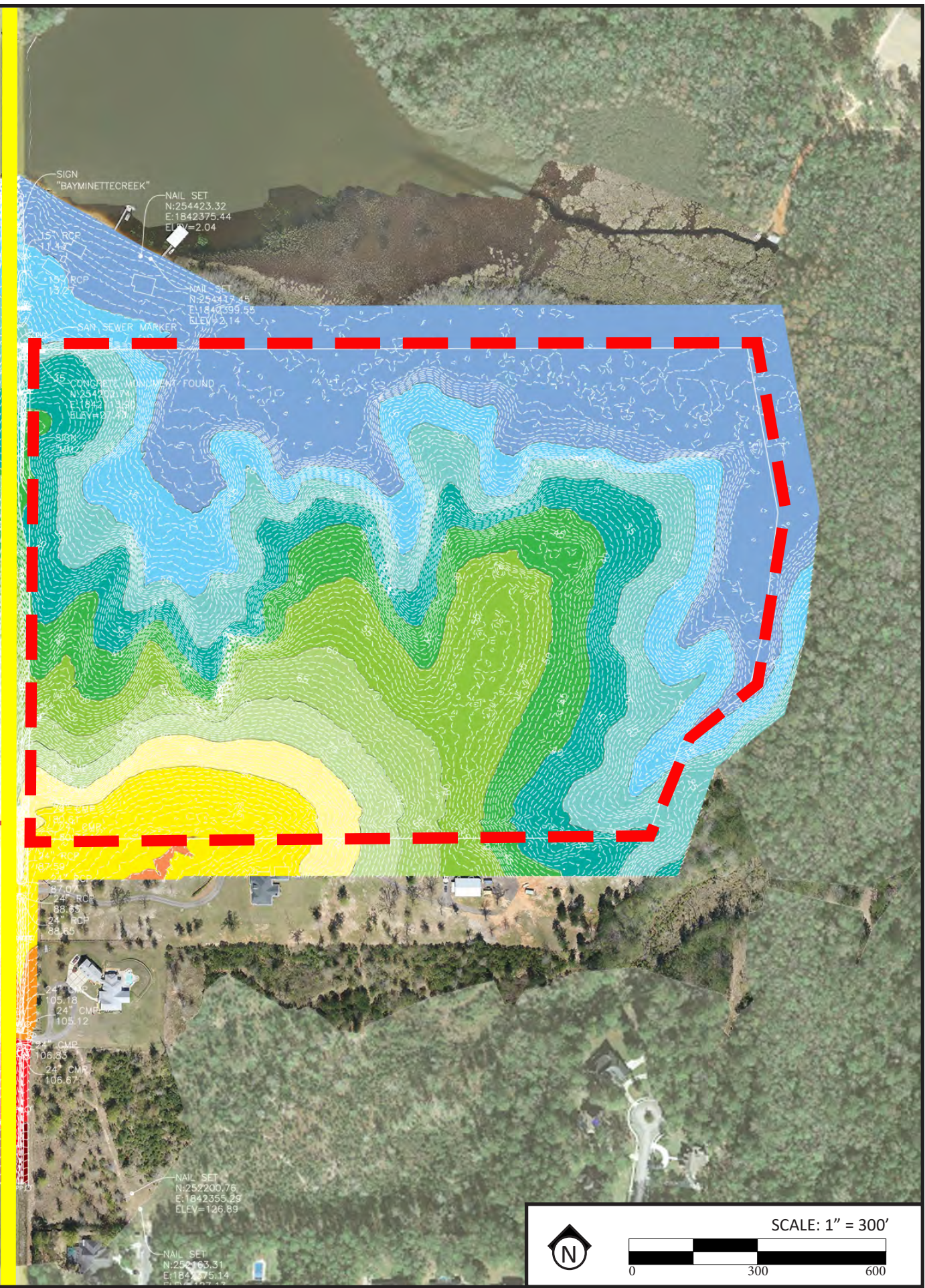
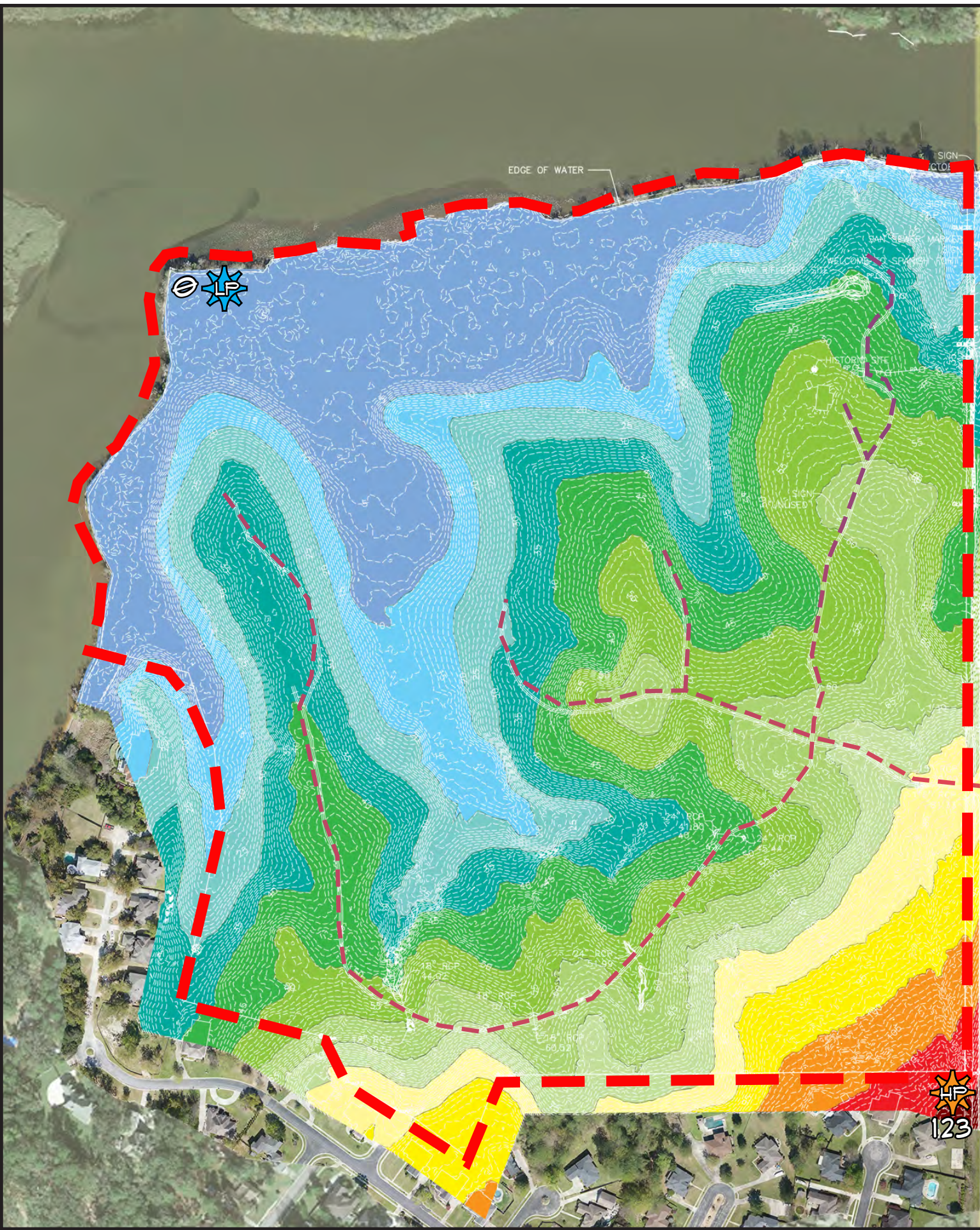
RCP

CMP

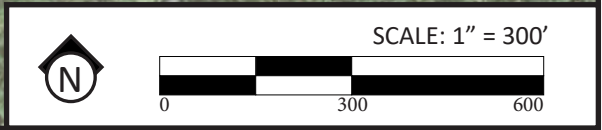
HP 123

LP

SCALE: 1" = 300'

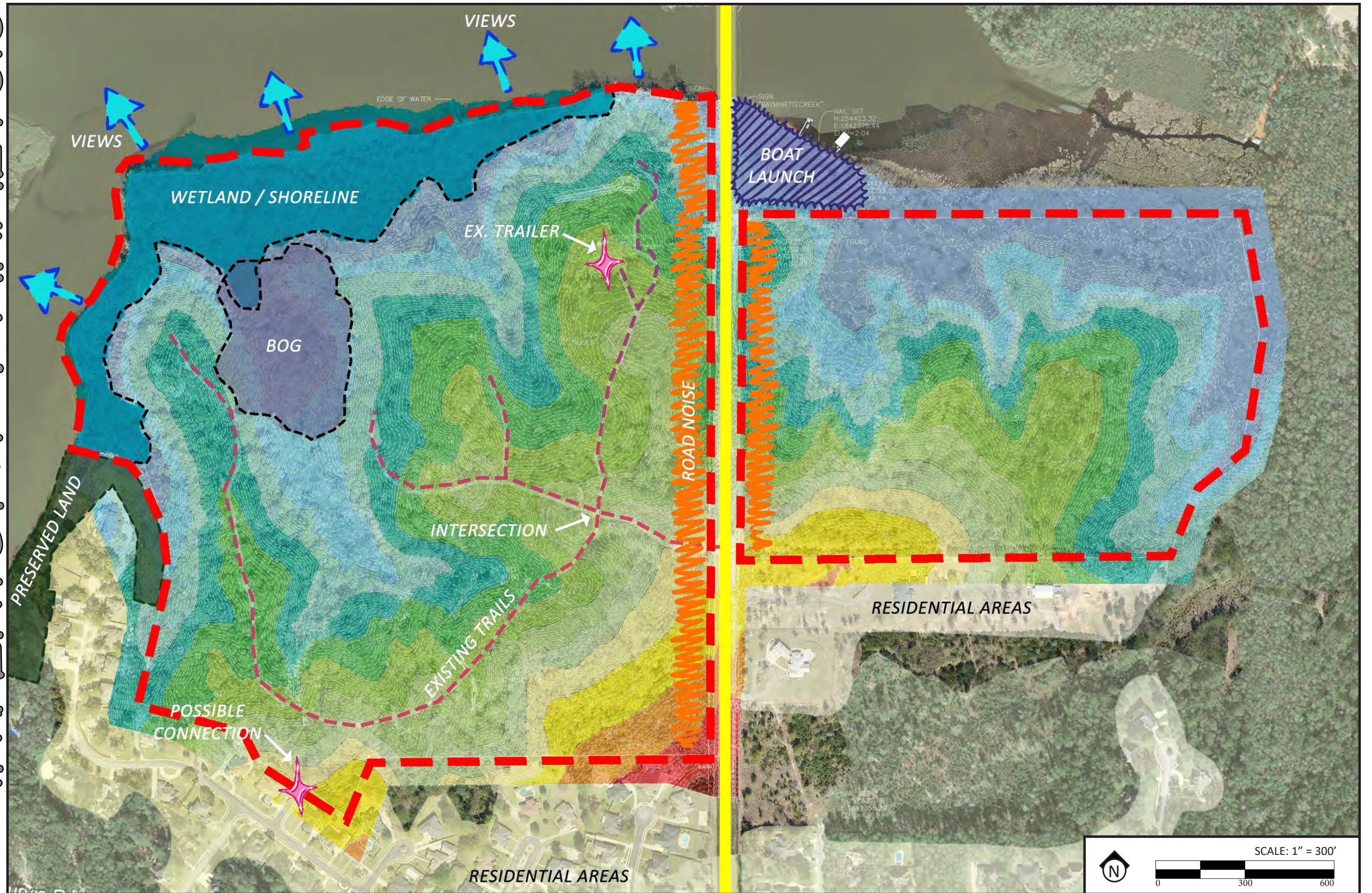




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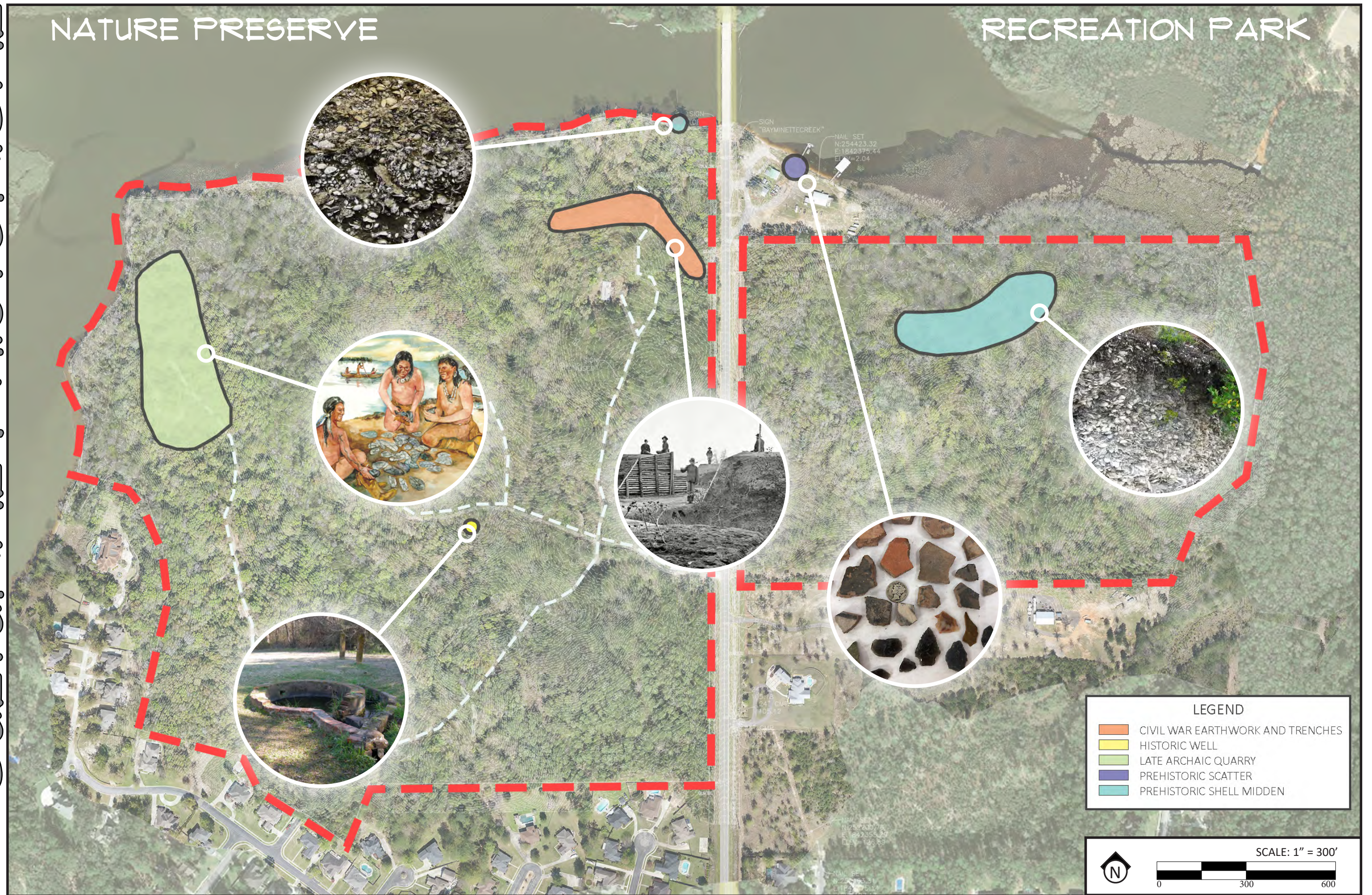


# INVENTORY & ANALYSIS





# CULTURAL / HISTORICAL





# PUBLIC ENGAGEMENT

- STEERING COMMITTEE MEETINGS
  1. KICKOFF
  2. DRAFT CONCEPTUAL MASTER PLAN
  3. FINAL MASTER PLAN
- APPR. 2,000 PUBLIC SURVEY RESPONSES
- PRESENTATION TO CITY COUNCIL





## SURVEY RESULTS



# ACTIVE RECREATION

SURVEY RESULTS

ADA ACCESSIBILITY

DOG PARK

EXERCISE STATIONS

BICYCLING

FITNESS COURT

ADEQUATE

PERFORMING ARTS CENTER

DISC

FESTIVALS

FOOD TRUCKS

SAFETY

OPEN SPACE

SPLASH

WALKING/RUNNING PATHS

AMPITHEATER

GOLF

RELAX

SHADE

GREEN SPACE

PLAYGROUND

PARKING PAVILIONS

RESTROOMS

GREAT LAWN

FARMERS MARKET

PICNIC TABLES

SKATE PARK

MUSIC VENUE

PAD

PET FRIENDLY

BENCHES

CONCERTS

NATURE-BASED PLAY

ROLLER SKATING

ADEQUATE LIGHTING

RESPONSES: 1798

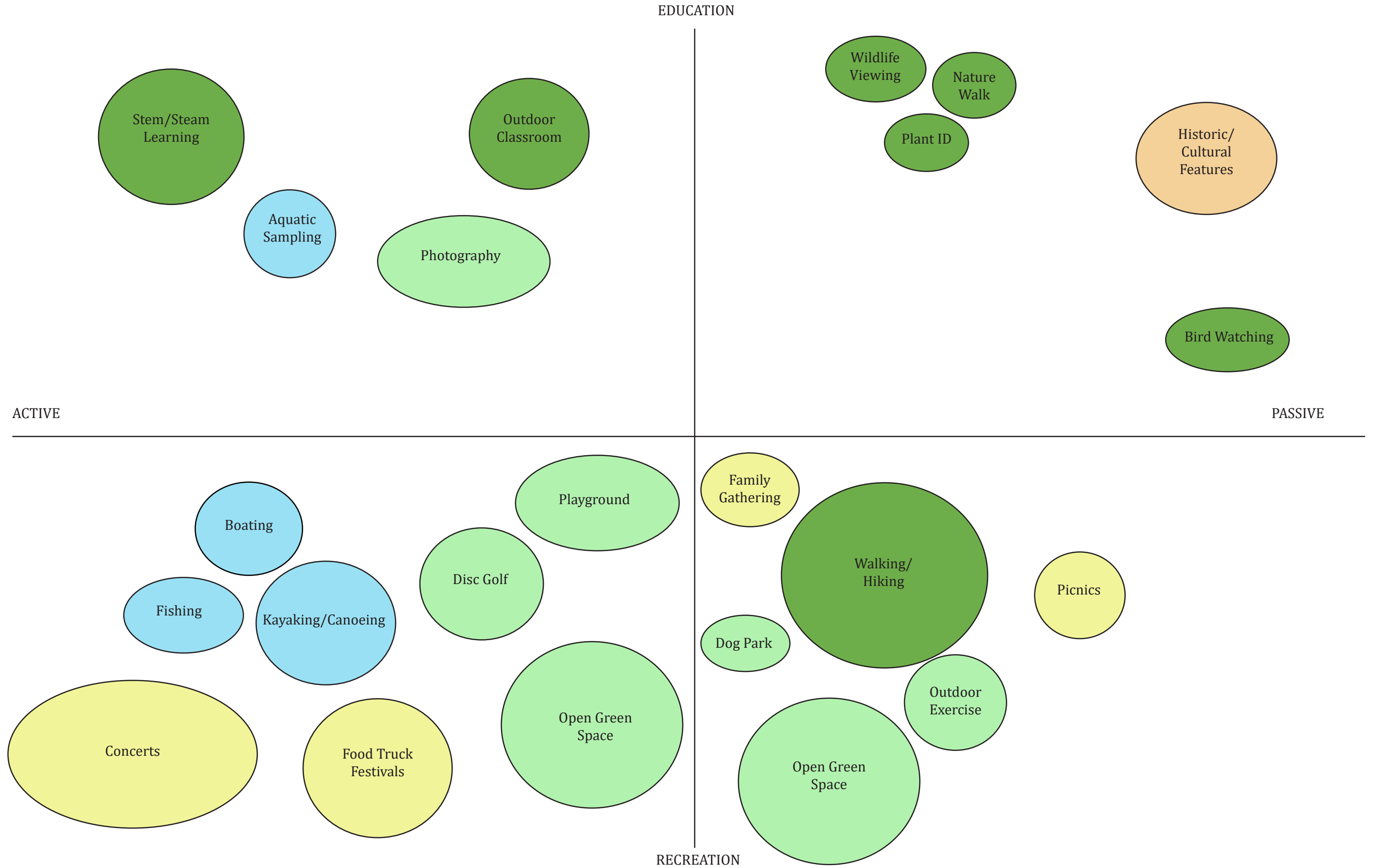
NON-APPLICABLE

SURVEY RESULTS



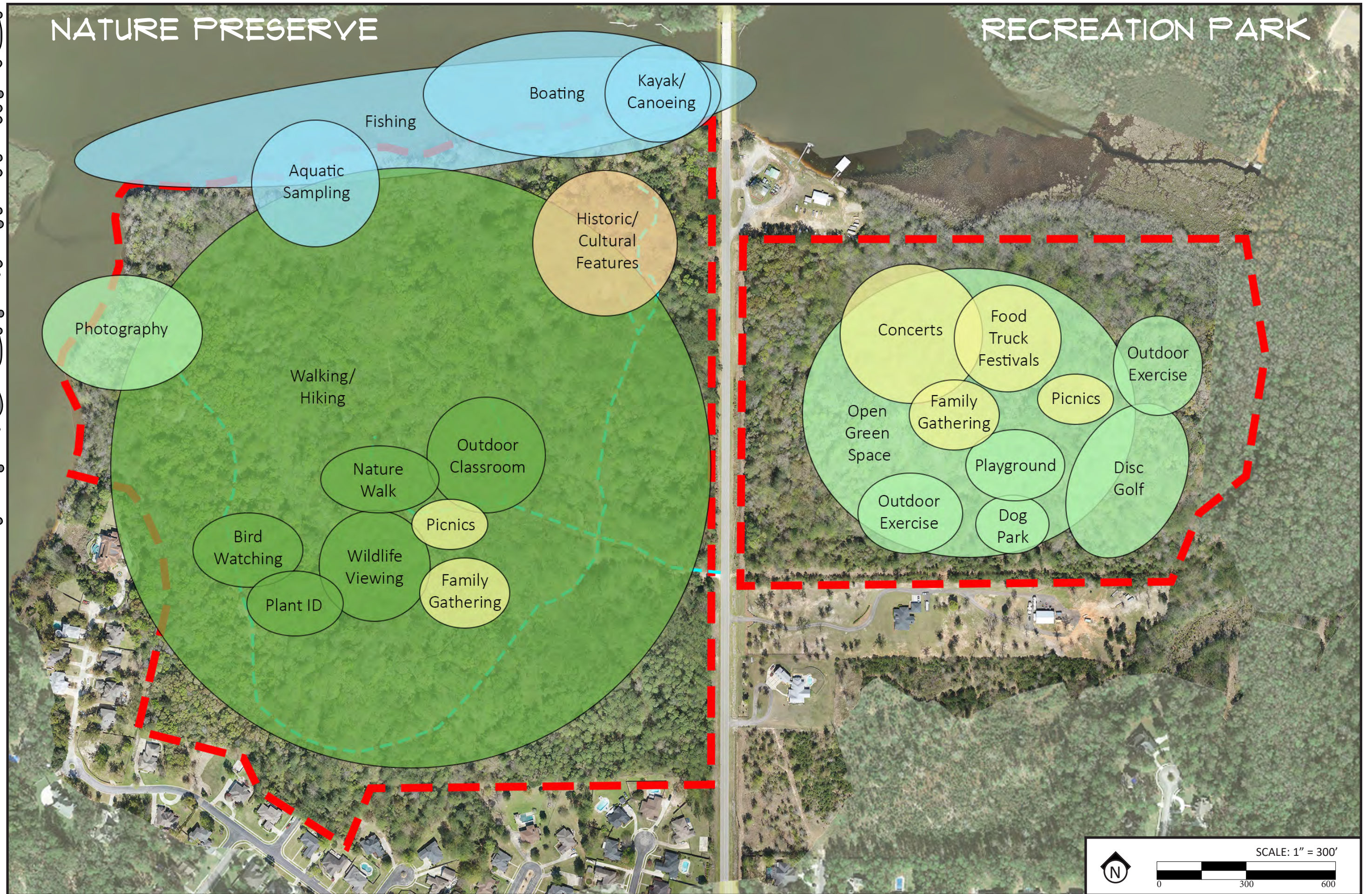


# RELATIONSHIPS DIAGRAM





# PROGRAMMING





# SNOW SITE VISITS & INSPECTIONS



Apr 12 @ 9:41 AM

### Baldwin County Hiking

How did it go? [Add Note](#)

**2.02** mi  
Distance

**1:38:52**  
Total Time

**29:11** /mi  
Avg Pace

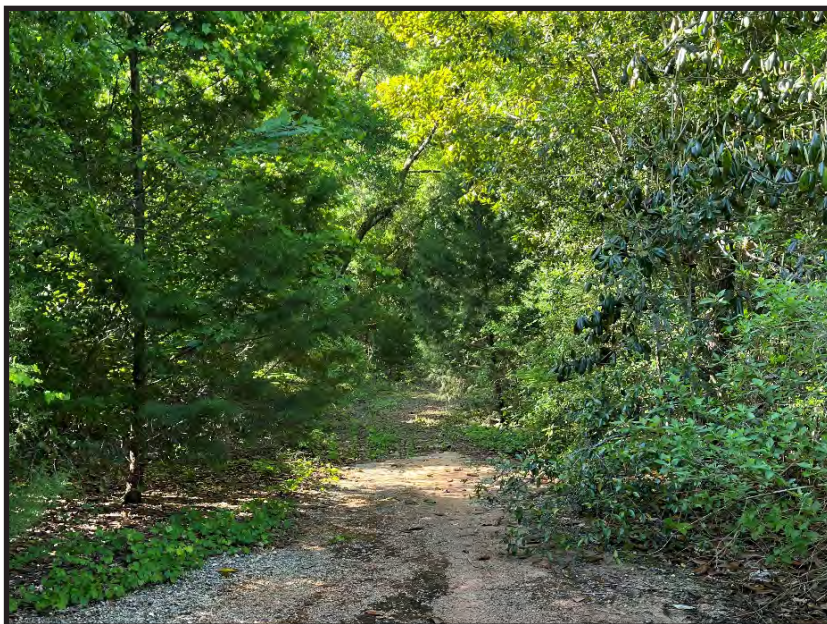
**223** ft  
Total Ascent

**151**  
Total Calories





# SITE IMAGERY



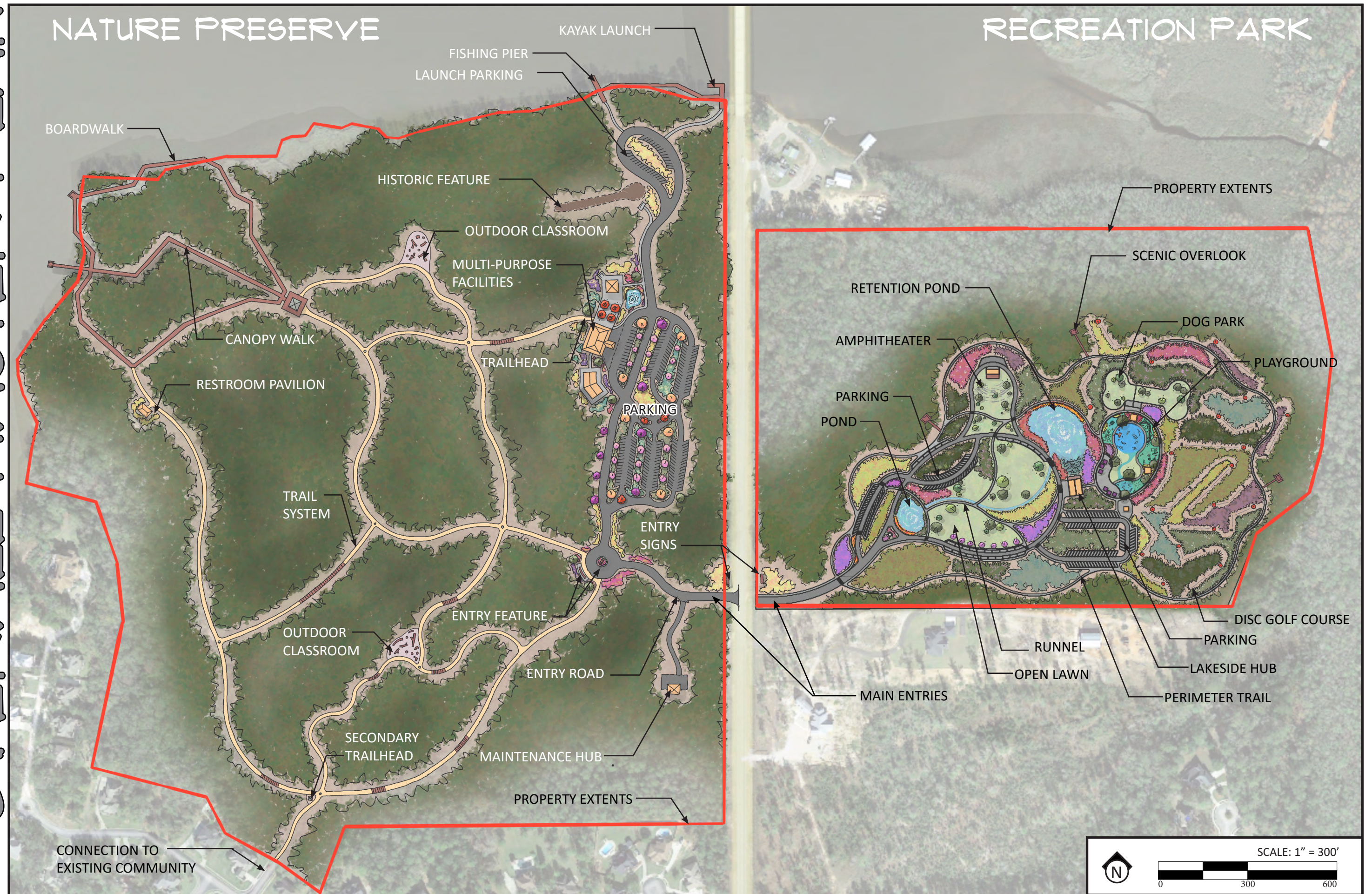


# PRECEDENT IMAGERY





# OVERALL MASTER PLAN





# NATURE PRESERVE





The image displays a conceptual site plan for a park, overlaid on an aerial photograph. The plan features various colored zones (green for trees, yellow for open space, blue for water) and winding paths. Circular callouts connect specific areas of the plan to photographs of existing or proposed park features. The callouts include:

- A wooden walkway through a forest.
- Children digging in the soil with magnifying glasses.
- A person kayaking on a river.
- A modern pavilion at night.
- A wooden observation tower.
- A large cannon.
- A playground with a large rock.
- A wooden sign for "RISE PARK".
- A paved path through a forest.
- A wooden structure with a green roof.
- A large pile of dirt with a crane.





# RECREATION PARK



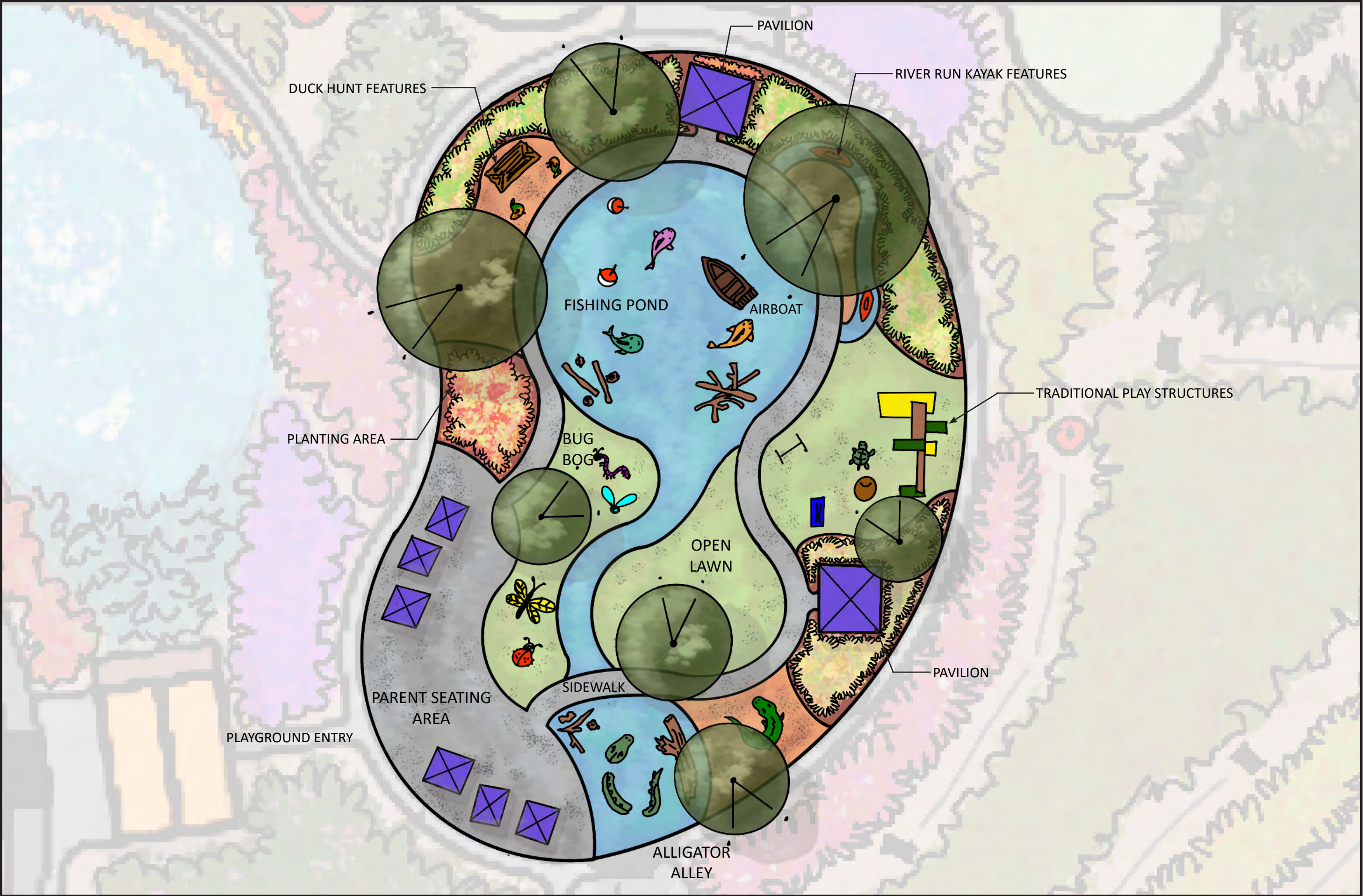


# EXPERIENCES



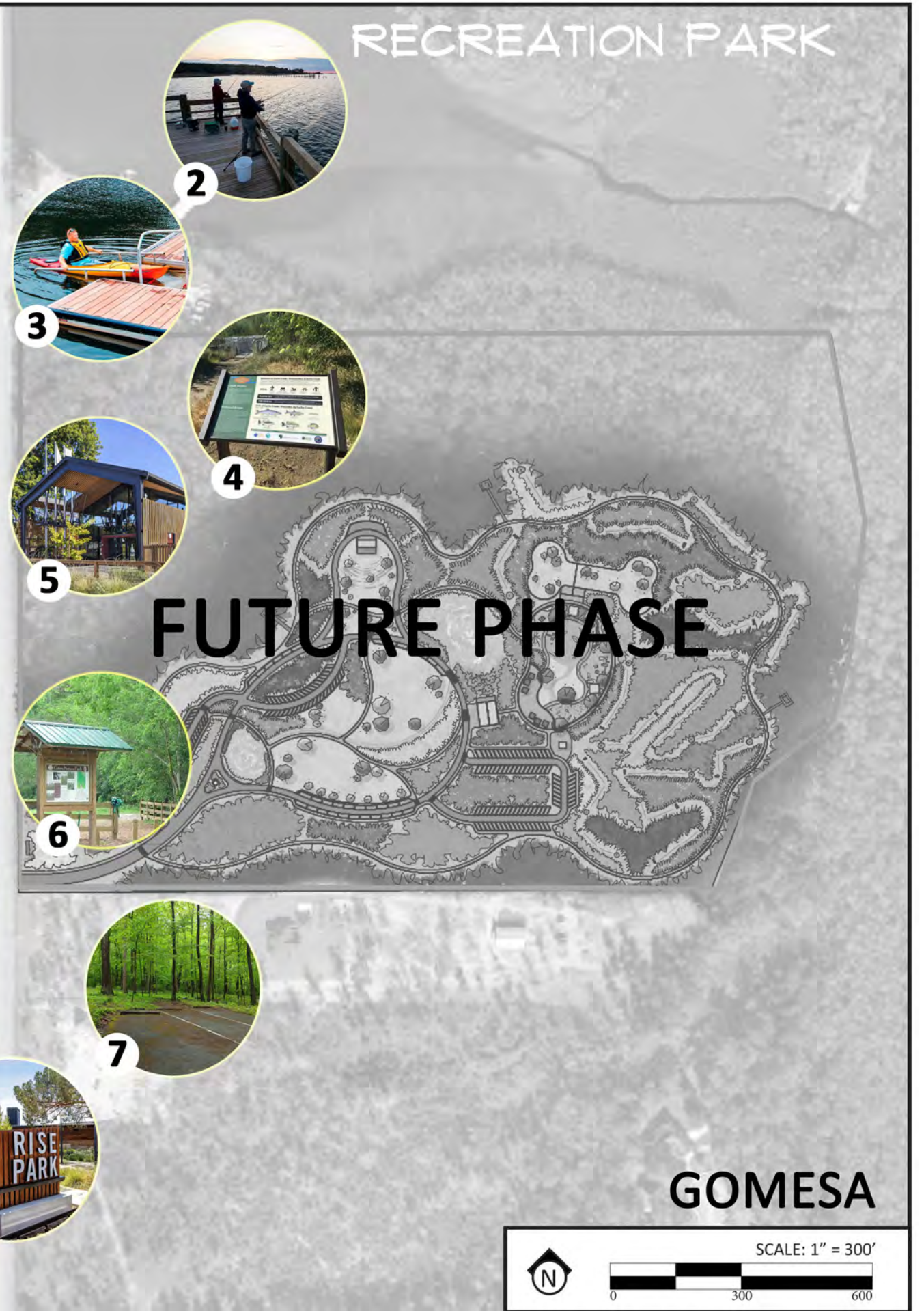


# PLAYGROUND





# PHASE 1 MASTER PLAN





PASSIVE SITE FURNISHINGS



BENCH - HALF LOG RUSTIC STYLE



BENCH - CONCRETE, STREETSCAPES



BENCH - WOOD, TRADITIONAL STYLE

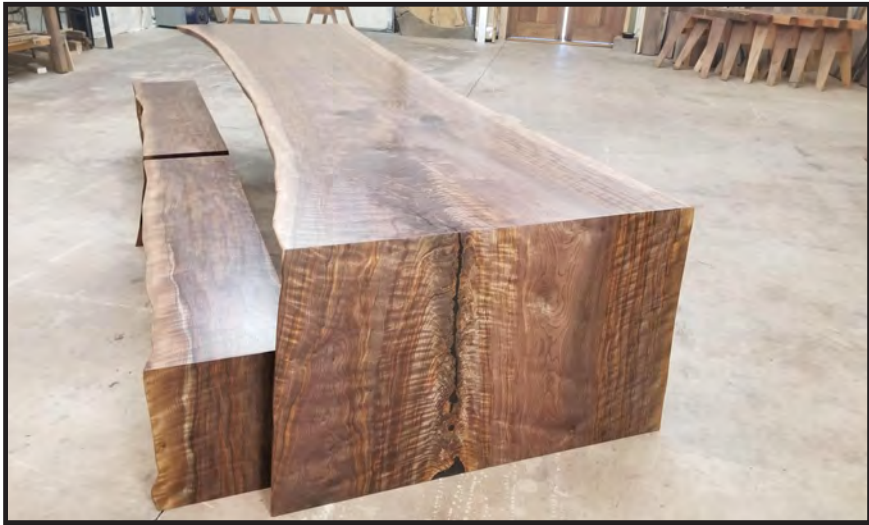


TABLE - CUSTOM CRAFTED WOOD



TABLE - CUSTOM CRAFTED CONCRETE



TABLE - WOOD, TRADITIONAL STYLE



TRASH RECEPTACLE - WOOD



TRASH RECEPTACLE - CONCRETE



TRASH RECEPTACLE - METAL, TRADITIONAL STYLE



ACTIVE SITE FURNISHINGS



BENCH - WOOD/METAL, DUMOR, #500



BENCH - WOOD/METAL, LANDSCAPE FORMS, MELVILLE



BENCH - METAL, VICTOR STANLEY, CR-96



TABLE - WOOD/METAL, DUMOR, #299



TABLE - METAL, LANDSCAPE FORMS, CHARLIE



TABLE - WOOD/METAL, VICTOR STANLEY, C-9



TRASH RECEPTACLE - WOOD/METAL, DUMOR, #502



TRASH RECEPTACLE - METAL, LANDSCAPE FORMS, POE



TRASH RECEPTACLE - METAL, VICTOR STANLEY, PSO--32



# SITE FURNISHINGS



WATER FOUNTAIN - TRIPLE OUTPUT, ELKAY



BOTTLE FILLING STATION AND FOUNTAIN - ELKAY



BOTTLE FILLING STATION AND FOUNTAIN - AQUADONA



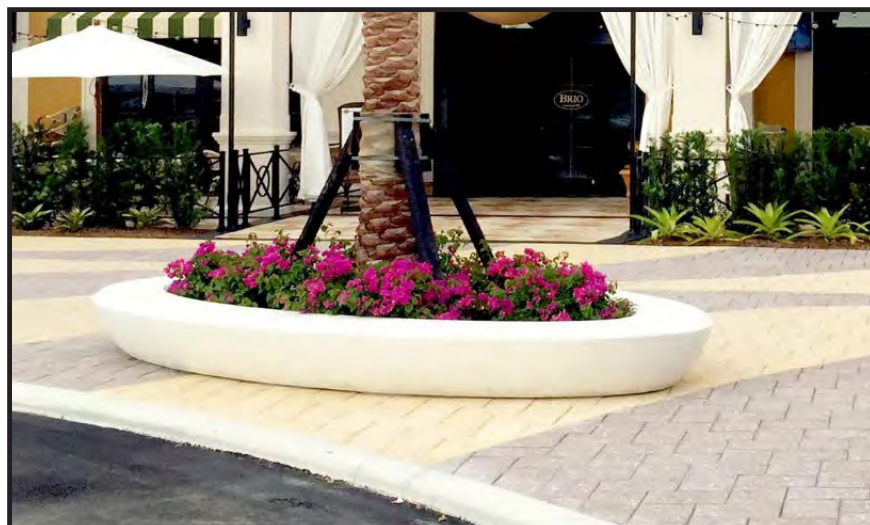
OUTDOOR CLASSROOM NATURAL FURNITURE



OUTDOOR CLASSROOM NATURAL FURNITURE



OUTDOOR CLASSROOM NATURAL FURNITURE



PLANTER - LANDSCAPE FORMS, NIU OVAL



PLANTER - LANDSCAPE FORMS, CIRQUE



PLANTER - DUMOR, 440



# PLAYGROUND



CLIMBING NET - KOMPAN, ROBINIA



3-D RUBBER SURFACE DESIGN - MARATHON SURFACES



CROCODILE CLIMBER - GAMETIME



INSECT CLIMBERS - MONSTRUM



TREE STUMP PLAY STRUCTURE - GAMETIME



WOOD PLAY STRUCTURES - DUNCAN & GROVE



DUCK CLIMBER - SIK-HOLZ



BIRD'S NEST CLIMBING STRUCTURE - COLUMBIA CASCADE CO



BOAT PLAY STRUCTURE - GAMETIME



# Steps Next

- ✓ DEVELOP FINAL MASTER PLAN
- ✓ PRESENT MASTER PLAN TO CITY COUNCIL
- CREATE SUPPORTING DOCUMENTS
- ASSIST CITY WITH SEEKING ADDITIONAL FUNDING OPPORTUNITIES
- CITY TO ISSUE RFP FOR FUTURE DESIGN DEVELOPMENT PHASES





## RESOLUTION NO. 1481-2025

### A RESOLUTION AMENDING THE SPANISH FORT POLICE DEPARTMENT POLICY MANUAL

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPANISH  
FORT, ALABAMA, AS FOLLOWS:**

**SECTION 1.** The City Council of the City of Spanish Fort has established and adopted certain policies and procedures for the Police Department of the City of Spanish Fort, and the City Council hereby adopts and approves certain amendments to the Spanish Fort Police Department Policy Manual, as approved by the Mayor.

**SECTION 2.** The Spanish Fort Police Department Policy Manual may be amended from time to time as approved by the Mayor.

**SECTION 3.** No part of this Resolution should be construed to exempt any Police Department Personnel from adhering to the City of Spanish Fort Personnel Manual as adopted in Resolution No. 1239-2022, or any amendments thereto.

**SECTION 4.** If any part, section or subdivision of this Resolution shall be held unconstitutional or invalid for any reason, such holding shall not be construed to invalidate or impair the remainder of this Resolution, which shall continue in full force and effect notwithstanding such holding.

**SECTION 5.** Any resolution heretofore adopted by the City Council of the City of Spanish Fort, Alabama, which is in conflict with this Resolution is hereby repealed to the extent of such conflict. Notwithstanding the foregoing, Resolution No. 1239-2022, as amended, shall continue in full force and effect, and the more stringent standards or requirements contained either in the Personnel Manual or the Police Policy and Procedure Manual shall govern. Except as expressly amended herein, all terms, conditions and provisions contained in the Spanish Fort Police Department Policy Manual shall remain in full force and effect.

***ADOPTED AND APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2025.***

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Michael M. McMillan  
Mayor

ATTEST:

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Rebecca A. Gaines, CMC  
City Clerk



## **RESOLUTION NO. 1482-2025**

### **A RESOLUTION REGARDING RESPONSIBILITY FOR POTENTIAL COST OVERRUNS FOR AN ATRIP-II GRANT PROJECT**

**WHEREAS**, the Alabama Department of Transportation has awarded a 2022 ATRIP-II project to the City of Spanish Fort for improvements; and

**WHEREAS**, the City of Spanish Fort does not anticipate a project cost overrun above the awarded ATRIP-II amount on this project; and

**WHEREAS**, in the event that such an overrun should occur, the City agrees to be responsible for this overrun.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE  
CITY OF SPANISH FORT, ALABAMA, AS FOLLOWS:**

**SECTION 1.** The City Council of the City of Spanish Fort hereby agrees to be responsible for a project cost overrun above the ATRIP-II awarded amount on the 2022 ATRIP-II project in the event such an overrun should occur. The City Council hereby authorizes the payment for the aforementioned cost overrun.

**SECTION 2.** This Resolution shall become effective upon its adoption.

***ADOPTED AND APPROVED this \_\_ day of \_\_\_\_\_, 2025.***

---

Michael M. McMillan  
Mayor

**ATTEST:**

---

Rebecca A. Gaines, CMC  
City Clerk



## RESOLUTION NO. 1483-2025

### A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH VIRTRA, INC., FOR THE PURCHASE AND INSTALLATION OF A TRAINING SIMULATOR FOR THE CITY OF SPANISH FORT POLICE DEPARTMENT

**WHEREAS**, the Spanish Fort Police Department has been awarded grant funds to secure the purchase of a training simulator; and

**WHEREAS**, VirTra, Inc., is the only known producer of simulators and software using multiple screens and real video for small arms and use of force training; and

**WHEREAS**, VirTra, Inc., is the only producer in the United States of simulation cartridge kits featuring a specially triggered training cartridge for the TASER line of products to allow the use of issued TASERS in training simulations; and

**WHEREAS**, VirTra, Inc., is the only producer in the United States of a training kit converting a live firearm into a safe and reliable training tool which also simulates mechanical malfunctions in a firearm; and

**WHEREAS**, VirTra, Inc., manufactures simulation equipment with other unique and proprietary functions as reflected in the letter attached as Exhibit 1; and

**WHEREAS**, the Spanish Fort Police Department desires to use grant funding to procure a VirTra, Inc., simulator, as shown on the attached Exhibit 2.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPANISH FORT, ALABAMA, AS FOLLOWS:**

**SECTION 1.** The City Council hereby authorizes the Mayor to execute a contract with VirTra, Inc. for the purchase and installation of a VirTra Simulator (V-VICTA-01) for the City of Spanish Fort Police Department. A quote for the equipment is attached hereto as Exhibit 2, subject to any changes approved by the Mayor.

**SECTION 2.** Pursuant to the City of Spanish Fort Purchasing Policy, established in Ordinance No. 677-2024 and pursuant to *Alabama Code* (1975), § 41-16-51(13), the City Council of the City of Spanish Fort hereby determines that the VirTra Simulator, V-VICTA-01 is unique; that the uniqueness of the VirTra Simulator is substantially related to the intended purpose, use and performance of the simulator, and the Police Department has demonstrated to the satisfaction of the City Council that other similar goods, services or items cannot perform the desired objectives of the VirTra V-VICTA-01 simulator.

**SECTION 3.** This Resolution shall become effective immediately upon its adoption.

***ADOPTED AND APPROVED this 1st day of \_\_\_\_\_, 2025.***

---

Michael M. McMillan  
Mayor

ATTEST:

---

Rebecca A. Gaines, CMC  
City Clerk



# Exhibit 1





June 25th, 2024

For the purposes of creating a sole source justification for VirTra Inc's line of simulators, the following details regarding specific applications should be considered:

VirTra has been developing and producing a proprietary simulation system and software using multiple screens and real video for small arms and use of force training since 2001. Based upon our research, VirTra is the only manufacturer of firearms simulation equipment and proprietary software to incorporate real and interactive video seamlessly displayed and fully interactive across all screens at the same time. Video based characters and laser tracking equipment can be engaged and detected on each of the screens of the simulator at the same time or in series of events that trigger others to occur on different screens.

In addition, VirTra invented the **V-Threat-Fire®** Device and is the only manufacturer of this equipment throughout the world. VirTra has been awarded a **US Patents (#8,016,594, #8,267,691)** for the V-Threat-Fire device and is the only simulator company that can produce or sell any device using a safe electric shock to simulate consequences during screen-based simulation training. The V-Threat-Fire device can be added to any VirTra simulators after the initial purchase and at a later date.

VirTra has been awarded **US Patent #10,438,503**, which relates to VirTra's TASER® cartridge kits. VirTra is the only company in the United States that can produce or sell a specially triggered training cartridge for the TASER line of products by Axon, the global leader in connected public safety technologies. The patent covers VirTra's proprietary method of reliably triggering the training device based on the unique acoustic sound produced by a TASER Conducted Energy Weapon's (CEW) electrical arc. This innovation allows trainees to deploy the cartridges from a real TASER CEW during simulation training and avoid high-voltage feedback. It also allows trainees to practice with a TASER CEW's "ARC" and/or "Re-ARC" functions, which increases the realism of each training session. By using a live CEW while training in VirTra's simulators, trainees can improve their technique and develop proper habits that carry into real world situations. The patent applies to both legacy units and the latest multi-cartridge systems used for the TASER X2® and TASER 7® weapons.

"TASER CEWs have been classified as 'less-lethal' devices, and as such, require the same type of high quality, judgmental use-of-force simulation training as lethal devices like firearms," said Lon Bartel, Vice President of Training and Curriculum at VirTra. "By combining live TASER CEW and VirTra training cartridges with VirTra's simulators and library of content, trainees have an opportunity to develop critical decision-making skills when under stress as well as further develop safe weapon handling by practicing the removal and replacement of cartridges during simulations that escalate."

VirTra has been awarded **US Patent #10,436,539**, which relates to mechanical malfunction of real firearms used in simulation training. VirTra is the only company in the United States that can produce or sell a specially designed kit that affordably converts a live firearm into a safe and reliable training tool that can simulate mechanical malfunction and therefore increase realism. This patent addresses the growing need to safely, affordably, and accurately reproduce the intricacies of real firearms for training purposes. Patent 10,436,539 expands VirTra's growing library of intellectual property related to affordably converting real firearms (whether pistol or rifle) into suitable training tools that can be used in realistic simulation training without modifying the original firearm.

VirTra has created a proprietary software package called **V-Author®**. The V-Author software allows for the creation of unique training content that can only be used on the VirTra line of simulation equipment. The V-Author software is the only known software allowing for the creation and display of real video-based assets on multiple, seamless screens where all are interactive. V-Author software and scenarios can be added to any VirTra simulators after the initial purchase and at a later date as requested by the customer.

VirTra's – Virtual Interactive Coursework Training Academy® (**V-VICTA®**)- delivers a program specifically for law enforcement departments that are designed to Teach, Train, Test and Sustain from an all-in-one solution. This program provides a nationally recognized certified curriculum and interactive virtual coursework that was developed exclusively with nationally recognized partnerships. Combined with VirTra's simulators, V-VICTA provides law enforcement departments all the necessary tools to instill proper training and knowledge transfer to its students that is not available anywhere else.



For 30 years, VirTra has been an interactive partner for de-escalation, active threat, judgmental use of force, situational awareness, and firearms training for law enforcement, military, and educational markets. With V-VICTA, we have developed an evidence-based training program to provide and support law enforcement training programs in an efficient and cost-effective manner.

VirTra has ensured the integration of what the leading science discovers about Simulation and adult learning is woven into all of our material to help maximize the effects of training time and increase abilities learned in the scenarios. Please contact us for information about how to integrate V-VICTA into your department's training environment.

As of the date of this letter, VirTra's V-VICTA includes the following nationally certified courses with the VirTra Simulation Products:

*Contact & Cover Concepts:* **22508-2209**

*Human Factors in Force Encounters:* **22493-2208**

*Injured Officer Handgun Manipulation:* **22492-2208**

*Taser Targeting:* **23609-2303**

*High Risk Vehicle Stop: Communication to Custody:* **23591-2303**

*Active Threat/Active Killer (ATAK): Basic Principles- (Module 1):* **21378-2110**

*Active Threat/Active Killer (ATAK): Basic Principles- (Module 2):* **22407-2201**

*Active Threat/Active Killer (ATAK): Explosives- (Module 3):* **21349-2106**

*Weapon Transitions:* **22444-2202**

*Tourniquet Application Under Threat I:* **22494-2208**

*Tourniquet Application Under Threat II:* **20227-2002**

*Special Populations: Autism:* **22507-2209**

*De-Escalation:* **20254-2008**

*Crisis De-Escalation:* **23592-2303**

*Mental illness: A Practical Approach:* **22505-2209**

*Behavior Analysis Threat Response:* **22457-2204**

*Red Dot Optic Training & Sustainment:* **22404-2201**

*Duty to Intervene: No Such Thing as a Professional Bystander:* **23572-2302**

The Advanced Training Certification Course (ATCC) course includes the following accreditation:

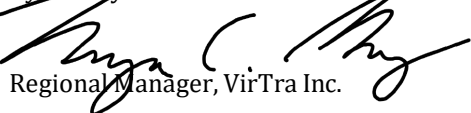
*Simulation Science: Foundations of Simulated Event Module 1:* **21320-2102**

In summary:

- VirTra Simulators have the exclusive ability to simulate return fire, explosions, and other consequences, with our patented **V-Threat-Fire®** device, delivering safe electric shock impulses to the trainee during scenario training.
- VirTra is the only company in the United States that can produce or sell a specially triggered training cartridge for the TASER® line of products by Axon®, the global leader in connected public safety technologies.
- VirTra is the only company in the United States that can produce or sell a specially designed kit that affordably converts a live firearm into a safe and reliable training tool that can simulate mechanical malfunction and therefore increase realism.
- VirTra Simulators seamlessly display immersive and interactive video across all multiple and interconnected screens.
- VirTra Simulators use an automatic 'table top' refill station with a liquid compression **pump** to recharge the liquid CO2 propellant used in the tether-less recoil systems. The refill station uses Adapter Plates custom made to fit specific magazines.
- The VirTra **V-Author®** scenario software can only be used on VirTra Simulators.
- The VirTra **V-VICTA®** coursework offers over 80 hours of nationally approved and certified training curriculum available with VirTra Simulation Products.
- VirTra Inc. is the only manufacturer of simulation equipment that offers an *Upgrade Path*.

VirTra is the only responsive and responsible source for the above-mentioned equipment and capabilities as they relate to incorporation with the VirTra V-300-LE equipment. This statement is supported by market research and exclusively fulfills the needs of the purchaser. VirTra Systems is the only manufacturer and directly offers the patented **V-Threat-Fire**, the patented VirTra TASER® cartridge kits and mechanical malfunction kit for use in real firearms, **V-Author** scenario software, **V-VICTA** coursework and other products referenced in herein. VirTra the sole manufacturer of the equipment and have the exclusive ability to maintain and service deployments in the Continental United States.

Ryan Bray

  
Regional Manager, VirTra Inc.





295 E. Corporate Pl, Chandler, AZ 85225 USA | TOLL FREE: 800.455.8746 PH: 480.968.1488 FAX: 480.968.1448 | WWW.VIRTRA.COM

Account Name	Spanish Fort Police Department	CustID	0623-03464
		Created Date	11/18/2024
		Quote Number	00009091
		Expiration Date	12/31/2024
Ship To Name	Spanish Fort Police Department	Prepared By	Tom Cameron
		Phone	(480) 968-1488 📞
		Email	tcameron@virtra.com

Notes: If you are tax-exempt, can you please send me your tax-exempt certificate?

Product	Product SKU	Product Code	Product Description	Sales Price	Quantity	Total Price
VirTra Virtual Interactive Coursework and Training Academy™	7001000	V-VICTA-01	VirTra-Virtual Interactive Coursework and Training Academy™ certified simulator training curriculum. V-VICTA™ is a progressive science based approach to the use of simulation as a training system. Program materials include teacher lesson plans, student outline, presentation material, pre-tests, post-tests, course evaluation and all interactive video learning material in conjunction with the simulator for each available course. Virtual Instructor scenarios teach, train, test and sustain methodology to ensure participants dynamically absorb information to facilitate long term transfer of critical psycho-motor skills. Available exclusively to all VirTra simulation systems under a current warranty, service or subscription plan.	\$0.00	1.00	\$0.00
VirTra 100 LE Portable	1000001	V-100LE-P	VirTra V-100 in a portable configuration. To include: laptop computer, one (1) projector, two (2) V-100 Speakers, low light tracking camera w/ filter. Does NOT include Screen, Wiring Harness or Tracking camera. One year warranty and support services included.	\$20,911.34	1.00	\$20,911.34
VirTra 100 Installation and Training	8000080	V-100-INSTL	VirTra Installation and Training for one (1) V-100 System. Includes all travel and expenses in the CONUS.	\$3,486.34	1.00	\$3,486.34
V-100 Fast Fold Screen - 12' Black Backed (FP WM)	1000172	V-PS-12-FP	V-100 Fast Fold Screen - 12' Black Backed (FP:WM)	\$0.00	1.00	\$0.00
VirTra V-100® Portable FP 120 Cable Package (standard)	1000054	V-100-CP-P-120	VirTra V-100® Portable FP Wiring Harness (standard) and one 120 FPS Tracking Camera.	\$0.00	1.00	\$0.00
VirTra Tetherless-Glock 45	4004501	V-G45-KIT-1	Glock 45 Tetherless laser recoil kit with proprietary True-Fire™ technology to eliminate false-fire and double-shots during simulation training. Includes one G17 standard magazine. (All recoil kits convert real firearms which must be supplied by the customer).	\$5,571.44	2.00	\$11,142.88
VirTra Tetherless-Glock			Additional Standard magazine for use with the			



17- Standard Magazine	4001706	V-G17-SM	V-G17 recoil kits.	\$738.84	3.00	\$2,216.52
VirTra Tetherless-Glock 17-Adapter Plate	4001710	V-G17-SM-AP	Adapter plate for the V-G17 (Requires VirTra refill station).	\$585.97	1.00	\$585.97
VirTra Tetherless M4 AR15 M16 Kit	4010400	V-M4-KIT-1	M4 AR15 M16 Tetherless laser recoil kit. Includes one standard magazine. Includes one micro USB charger. (All recoil kits convert real firearms which must be supplied by the customer).	\$6,072.93	2.00	\$12,145.86
VirTra Tetherless-Standard M4 Magazine	4010403	V-M4-SM	VirTra engineered, refillable, double seal, standard magazine. One refill station (V-RFS) and one adapter plate (V-M4-SM/ASM-AP) required for CO2 refill. M16, AR-15, M4, 30 Rd.	\$1,127.58	4.00	\$4,510.32
VirTra M4 SM and ASM Adapter Plate	4010407	V-M4-SM/ASM-AP	Adapter plate for the V-M4-SM and V-M4-ASM (Requires VirTra refill station).	\$585.97	1.00	\$585.97
V-Threat-Fire®	5000610	V-TF	VirTra's patented V-Threat-Fire® return-fire simulator device. Attaches via integrated belt clip to deliver a safe and adjustable electrical impulse or vibration to trainee. Enhances realism and simulates physical threats during VirTra Training. No eye protection required. Requires wireless station, included. Requires VOS 5.0.36 or higher to integrate.	\$4,406.69	2.00	\$8,813.38
Refill Station	5000750	V-RFS	Table-top refill station for all refillable magazines. Includes automatic push button activation and one CO2 tank which must ship empty. Includes travel case.	\$5,368.96	1.00	\$5,368.96
Weapon Mounted Flashlight-TLR-7A	5000203	V-FLT-TLR7A	Model TLR-7A laser-based weapon mounted flashlight.	\$2,058.28	2.00	\$4,116.56
TASER® X2 Simulation Cartridges	5000550	V-TAS-X2	TASER® X2 simulation cartridges package (left & right assembly.) Works in customer supplied/live TASER X2.	\$3,954.31	2.00	\$7,908.62
Service Plan - V-100® - Annual	8000802	SP-V100-A	Additional year annual service agreement to include telephone support, remote assistance, screens, projectors, cameras, computers, truss system, cabling, accessories (refill stations, magazines, recoil kits, non-guns, and V-Threat-Fire®), minor build software upgrades and hot-fixes included i.e., VOS 5.x, Security patches, security upgrades included, and 2-day shipping Annual service and maintenance on laptop via RMA (Return Maintenance authorization) 2-day shipping included.	\$9,024.00	2.00	\$18,048.00
VirTra Tetherless-Glock 17/22- Advanced Skills Magazine Gen 1-4	4001708	V-G17/22-ASM-G1/4	Advanced Skills Magazine for use with the V-G17/22 recoil systems. Includes needed V-17/22-RK Gen 1-4 Tailpiece and Wireless Station. Requires VOS 5.0.36 or higher to operate.	\$2,789.07	1.00	\$2,789.07
VirTra Tetherless-Glock 17/22-ASM Mag. Adapter Plate	4001711	V-17/22-ASM-AP	Adapter plate for the V-G17/22-ASM (Requires VirTra refill station).	\$585.97	1.00	\$585.97

Total Price

\$103,215.76





295 E. Corporate Pl, Chandler, AZ 85225 USA | TOLL FREE: 800.455.8746 PH: 480.968.1488 FAX: 480.968.1448 | WWW.VIRTRA.COM

Discount	0.00%
S&H	\$700.00
Grand Total	\$103,915.76

Sales Terms and Conditions for Direct Sales to End Users/Buyer  
[Revised 15 NOV 2024]

**1. Precedence.** This Sales Terms and Conditions for Direct Sales to End Users/Buyers "Agreement" applies to Buyer's purchase of Goods and Services, as defined below, when purchased directly from VirTra "Seller". Any purchase of Goods and Services sold by Seller is expressly subject to and conditioned upon the terms and conditions set forth herein. By accepting delivery of the Goods and Services, Buyer accepts and is bound by this Agreement. Any different or conflicting additional terms set forth by, whether in Buyer's purchase order or another communication, are expressly rejected and will not be binding on Seller unless agreed to in writing by an authorized officer of Seller. Now therefore, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by the parties, the parties agree as follows.

**2. Definitions:** The following capitalized words shall mean: "End Users/Buyer" means the organization or person who buys Seller's Goods and Services. "Goods and Services" means without limitation, the articles, products, accessories, and services to be supplied to Buyer by Seller. "Technology and Intellectual Property Rights" means all patents, registered and unregistered designs, copyright, trademarks, know-how, software, firmware, hardware, systems, components, or assemblies. "Seller" means VirTra, Inc., located at 295 E. Corporate Place, Chandler, AZ 85225, USA.

**3. All Sales Final.** All sales are final, and no returns, refunds or exchanges of the Goods and Services are allowed, except as provided by state or federal law, and, to the returns, refunds or exchanges are required by law, must be preapproved by Seller's Return Merchandise Authorization (RMA) form.

**4. Restocking Fees.** In Seller's sole discretion, all returns, refunds, or exchanges may be charged a restocking fee of up to 15% of the purchase price paid, plus any applicable shipping and sales tax, unless the returned product is defective, or the return is a direct result of Seller's error.

**5. Payment Terms.** Terms of payment are within Seller's sole discretion and, unless otherwise agreed to by Seller in writing, 50% deposit payment must be received prior to Seller's acceptance of an order with the remaining 50% balance due upon shipping. Payment for Goods and Services will be made in United States currency (\$US Dollar) by a preapproved payment method. Credit card payment terms must be preapproved by Seller's Finance Department and if approved, invoices are due and payable within the time period noted on invoices, measured from the date of the invoice. An additional 3% fee will be charged to cover processing costs. Seller may at its sole discretion invoice parts of an order separately. No discounts shall be given for early payments.

**6. Suspension or Cancellation:** Seller may suspend or cancel Buyer's order for any failure by Buyer to comply with agreed upon payment terms. Seller is not responsible for pricing, typographical, or other errors in any offer by Seller and reserves the right to cancel any orders resulting from such errors.

**7. Late Payments.** Interest and late payment fees may be calculated from the day after the payment's stated due date through the date payment is received in full, at the maximum legally allowable interest rate in effect on the applicable dates.

**8. Taxes.** Sales tax, end user tax, pass-through tax, value-added tax (VAT), transaction privilege tax, consumption tax, customs tax and/or duties are the sole responsibility of Buyer, and Buyer agrees to reimburse Seller for all applicable taxes that Seller is required to collect, regardless of the tax amount being excluded from Seller's quotes or Buyer's Purchase Orders.

**9. Tax Exemption.** If Buyer requests tax exempt status, then Buyer must provide Seller with a correct, valid, and signed tax exemption certificate applicable to the specific Goods and Services purchased, relevant to the end use location, prior to Seller invoicing. If an invalid tax exemption certificate is received or no tax exemption certificate is received, it will be the responsibility of Buyer to pay all required taxes. Additionally, it will be Buyer's responsibility to obtain any tax refunds permitted if Seller has collected and remitted taxes to a taxing authority.

**10. Shipping, Title, Risk of Loss.** Shipping and handling costs will be added to all invoices unless otherwise expressly indicated and agreed to in writing at the time of sale. Seller reserves the right to make partial shipments unless specifically stated otherwise



on Buyer's signed Pro Forma Invoice or purchase order and such shipping terms are pre-approved by Seller in writing. Products may ship from multiple locations following the rules of the International Commercial Terms (Incoterms) as published by the International Chamber of Commerce (ICC). Title and risk of loss passes from Seller to Buyer FOB Origin domestic or Free Carrier (FCA) international upon Seller's delivery to the named place of delivery, cleared for export, as mutually agreed by both buyer and seller. Once seller is deemed to have delivered goods to the named place of delivery, the buyer is responsible for both unloading the goods and loading them onto their own carrier. Seller shall invoice upon shipping. Any loss or damage that occurs after seller's delivery is Buyer's responsibility. Buyer must promptly file claims for damaged items with the freight carrier. Shipping dates are estimates only.

**11. Excusable Delays.** Seller will use commercially reasonable efforts to deliver all products ordered as agreed or as soon as reasonably practicable. In the event of interruption of any delivery due to causes beyond the reasonable control of Seller, including but not limited to force majeure, fire, labor disturbances, riots, accidents, or inability to obtain necessary materials or components, Seller has the right, in its sole discretion and upon oral or written notice to Buyer, to delay or terminate the delivery.

**12. Not for Resale or Export.** Buyer represents and warrants that they are buying Seller's products for the specified end user, and Buyer will not resale or export Seller's products to a country other than the country listed as the Buyer's shipping destination. The shipment of certain Seller products outside of the United States of America (USA) is restricted by US federal law and neither Seller's products nor the technology can be exported out of the US without Seller's prior written approval. In addition, certain Seller Products require a validated export/import license (DSP 5, 61, or 73) prior to shipment to certain countries. If required, Buyer agrees to submit the required paperwork to Seller to process an application to obtain the required import/export license(s) from the US State Department. Seller cannot guarantee US State Department approval and has the right to cancel any item(s) not approved for import/export by the US State Department.

**13. Regulations and Restrictions.** Buyer agrees to comply with all applicable laws, codes and license requirements, and controls of the United States and other applicable jurisdictions in connection with the use of Seller products including Buyer's acceptance of responsibility for the payment of any relevant taxes or duties. Buyer is responsible for understanding and verifying all local laws, regulations, restrictions and building code requirements for the purchase, delivery, receipt, storage, installation and use of Seller's Goods and Services. Seller may suspend or cancel Buyer's order, at Seller's sole discretion, for violation of regulations and restrictions.

**14. Technology and Intellectual Property Rights.** Buyer agrees that Seller claims, and has claim to, various proprietary rights of its Goods and Services, and Buyer agrees to take reasonably necessary steps to ensure that Seller's rights will not directly or indirectly be violated, which the parties Agree would cause irreparable harm to Seller. Except for the license to use the Goods and Services, the sale of Goods and Services will not confer upon Buyer any license, express or implied, under any patents, trademarks, trade names, or other proprietary rights owned or controlled by Seller, its subsidiaries, affiliates, or suppliers; it being specifically understood and agreed that all the rights are reserved to Seller, its subsidiaries, affiliates, or suppliers. Buyer may not obscure, remove, or alter any copyright, trademark, service mark or other proprietary notices or legends on the products.

**15. Design Changes.** Seller reserves the right to make changes in design of any of its products without incurring any obligation to notify Buyer or to make the same change to products previously purchased by Buyer.

**16. Reverse Engineering.** Customer acknowledges and agrees that the products are the confidential, valuable, and proprietary assets of VirTra, and the parties agree that improper use or disclosure of the products would cause VirTra irreparable harm. Accordingly, as a material element of this Agreement and as an inducement for VirTra to enter into this Agreement, Customer hereby agrees that Customer shall not: (a) create or attempt to create by reverse engineering, disassembly, decompilation or otherwise, the internal structure, the source code, hardware design, or organization of any Product, or any part thereof, or to aid or to permit others to do so, except and only to the extent expressly permitted by applicable law; (b) copy, modify, or translate any portion of the products, unless otherwise agreed, develop any derivative works thereof or include any portion of the software in any other software program; (c) separate the Product into component parts for distribution or transfer to a third party; and (e) attempt to make or to aid or permit others to make similar products to the software or products with or without enhancements, upgrades, or modifications.

**17. Severable Provisions.** If any provision of this Agreement is found to be invalid or unenforceable by a court of competent jurisdiction, then the remainder will remain in full force and effect and any invalid provision(s) will be modified or partially enforced by the court to the maximum extent permitted by law to effectuate the purpose of this agreement.

**18. Limitation of Liability.** To the maximum extent allowed by law, in no event shall Seller's cumulative liability to any party for



any loss or damage resulting from any claims, demands, or actions arising out of or relating in any way to any purchase from Seller exceed the amounts received by Seller under the relevant purchase order, notwithstanding third-party purchases. In no event will Seller be liable for any special, indirect, incidental, exemplary, punitive, or consequential damages, however caused, whether for breach of warranty, breach of contract, negligence, strict liability, tort or under any other legal theory, even if Seller has been advised of the possibility of those damages or if those damages could have been reasonably foreseen, and notwithstanding any failure of essential purpose of any exclusive remedy provided in the Warranty. Seller disclaims any representation that it will be able to repair any product under Warranty or make a product exchange without risk to or loss of programs or data. Buyer agrees to release and save Seller harmless from any and all liability arising out of use or misuse of Seller product, including any claims for damages and personal injuries. Buyer agrees to assume all risks of loss and all liability for any damages and personal injury which may result from use or misuse of Seller product. Seller is not liable for any claims made by a third party or by Buyer for or on behalf of a third party.

**19. Relationship of Parties.** Nothing contained in this Agreement shall be construed as establishing or implying any partnership or joint venture between the parties and nothing in this Agreement shall be deemed to construe either of the parties as the agent of the other. Assignment and Sub-Contracting. The contract between Buyer and Seller for the Goods and Services shall not be assigned or transferred, nor the performance of any obligation sub-contracted, without the prior written consent of both Buyer and Seller. The parties agree that such consent shall not be unreasonably withheld.

**20. Entire Agreement.** This Agreement constitutes the entire agreement between the parties. This Agreement supersedes and replaces any prior agreement or understanding between the parties, including any oral representations concerning the subject matter of this Agreement. Any prior or extrinsic representations or agreements, with the exception of the product warranty, if provided and any service and license agreement(s), are intended to be discharged or nullified.

**21. Governing Law, Jurisdiction, and Venue.** The laws of the State of Arizona, USA govern this transaction and Agreement, without regard to conflicts of law. Any litigation regarding the interpretation or enforcement of this Agreement shall be resolved in the State of Arizona and the courts of Arizona shall have exclusive jurisdiction over such litigation and the parties agree to such exclusive jurisdiction. The parties expressly reject any application of the United Nations Convention on Contracts for the International Sale of Goods ("CISG") to this Agreement and the associated transactions

## **22. Warranty.**

**Screen-based simulators:** Seller warrants the product manufactured by Seller for a period of 12 months from delivery to the agreed delivery point ('Warranty Period') will materially conform to Seller's standard specifications available from the Seller for the product at the time of the issuance of the Purchase Order. Seller further warrants that the product, at the time of delivery, will be free from defects in material and workmanship for the Warranty Period. For third party Products not manufactured by Seller, Seller's only responsibility is to assign to its customer any manufacturer's warranty that does not prohibit such assignment. Product and parts that are consumed in normal operation are not covered by this Warranty. Notwithstanding the foregoing, Warranty and support may be void for any and all equipment damaged or destroyed by improper handling, use or misuse.

**V-XR:** Seller warrants the product manufactured by Seller for a period of 12 months from delivery to the agreed delivery point ('Warranty Period') will materially conform to Seller's standard specifications available from the Seller for the product at the time of the issuance of the Purchase Order. Seller further warrants that the product, at the time of delivery, will be free from defects in material and workmanship for the Warranty Period. Product and parts that are consumed in normal operation are not covered by this Warranty. Notwithstanding the foregoing, Warranty and support may be void for any and all equipment damaged or destroyed by improper handling, such dropping, or other improper use or misuse.

**Option to purchase VirTra Care for V-XR:** VirTra Care is a protection plan that covers V-XR hardware in the event of the accidental drop or breakage of V-XR hardware limited to one (1) headset and/or one (1) tablet for a period 12 months from delivery to the agreed delivery point. Upon receiving a customer report of damage covered by VirTra Care a replacement device will be provisioned, shipped, with a return prepaid label for the return of the damaged device within ten (10) days after receipt of the replacement device. Failure to return the damaged device shall result in an invoice for the replacement device at VirTra's current purchase price. VirTra Care may be purchased in 12 month increments, up to 36 months. Items damaged due to water exposure; lost or stolen items are not covered under VirTra Care.

To the maximum extent permitted by law, Seller's Warranty and the remedies set forth in this section 22 are exclusive and in lieu of all other warranties, remedies, and conditions, whether oral or written, statutory, express or implied, as permitted by applicable law, Seller specifically disclaims any and all statutory or implied warranties, including without limitation, warranties of merchantability, design, fitness for a particular purpose, arising from a course of dealing, usage or trade practice, warranties against hidden or latent defects, and warranties against patent infringement. Seller may provide VirTra certified refurbished parts.





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If Seller cannot lawfully disclaim statutory or implied warranties then to the extent permitted by law, all such warranties are limited to the duration of the express warranty described above and limited to the other provisions contained in this warranty section. The remedies provided for in the warranty are expressly in lieu of any other liability Seller may have.

**23. Buyer Ordered Delivery Delay.** In the event of a delivery delay ordered by Buyer, the parties agree to make use of the following: Whereas the Customer has purchased certain products and services from VirTra under the Purchase Order; and Whereas the Customer has directed VirTra to hold and store within its premises the delivery until further notice; and Whereas VirTra shall ship the products FOB destination; and Whereas this Addendum does not operate as an acceptance of goods by the Customer. Now therefore, the parties agree that that VirTra has met its delivery obligations under the terms of sale upon meeting the following condition: VirTra shall provide to Customer photographs documenting that the Purchase Order is ready for shipment. An email from Buyer citing this section 23 shall be sufficient for the parties to proceed as described herein.

*-Signature follows -*

The Buyer agrees that this Agreement shall govern all purchase orders and related transactions.

**Buyer:**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

**SELECT PAYMENT METHOD**

Credit Card; include contact information only (subject to limits)

Purchase Order:

Check:

Other (please specify):