

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

Regular Meeting  
March 3, 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 17, 2025  
Regular Meeting February 17, 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.

The Spanish Fort Public Library and USA Health are hosting a Safety Day at the Spanish Fort Community Center. The event will be held on April 5, 2025, from 1:00 p.m. to 4:00 p.m. The event will be free, and there will be a number of vendors and presentations on health and safety topics, including car seat safety checks; pediatric mental health; children's safety; free cardiac screening for kids; boating and lifejacket safety; an ambulance, police and fire vehicles for tours; and lots more.

Loyalty Park, the City of Spanish Fort's new dog park, will have a grand opening ceremony on Wednesday, March 26, 2026, at 4:00 p.m. We invite all to attend and celebrate this new park dedicated to recreation for our four-legged canines.

On Saturday, April 13, 2025, the Mobile Pops Band will be performing a free concert at the Spanish Fort Community Center at 6:00 p.m. Bring your tailgate chairs and enjoy Pops by the Pond!

- IX. OLD BUSINESS
- X. NEW BUSINESS

**Public Hearing on Ordinance No. 699-2025 as follows:**

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

Ordinance No. 700-2025-----An Ordinance Establishing Rules and Regulations for Loyalty Park in the City of Spanish Fort, Alabama

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

Resolution No. 1484-2025----A Resolution Authorizing the Mayor to Enter into a Contract for Services between the City of Spanish Fort, Alabama, and the Spanish Fort Sports Association

Resolution No. 1485-2025----A Resolution Disposing of Surplus Property

Resolution No. 1486-2025----A Resolution Authorizing the Mayor to Enter into an Agreement with Sunset Contracting, Inc. for Repairs at Marcella Avenue

Resolution No. 1487-2025----A Resolution Authorizing the Mayor to Enter into an Agreement with Alabama Pipe & Supply for the Provision of Pipe for Drainage Repairs at Marcella Avenue

XI. ADJOURN TO NEXT MEETING  
Work Session and Regular Meeting, March 17, 2025

## Spanish Fort City Council

### Minutes, Work Session, Monday, February 17, 2025

The City Council of the City of Spanish Fort, Alabama, met February 17, 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; 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; and to discuss security plans, procedures, assessments, measures, or systems, or the security or safety of persons, structures, facilities, or other infrastructures, the public disclosures of which could reasonably be expected to be detrimental to public safety or welfare. 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 Perry and seconded by Councilmember Gustafson to go into executive session at 4:38 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 one hour and that the Work Session would resume upon the conclusion of the executive session.

The Council reconvened at 5:32p.m.

The Council discussed general municipal business.

There being no further business before the Council, the work session adjourned at 5:32 p.m.

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

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Rebecca A. Gaines, CMC  
City Clerk

**Spanish Fort City Council  
Minutes, Regular Meeting, February 17, 2025**

**CALL TO ORDER**

The City Council of the City of Spanish Fort, Alabama, met Monday, February 17, 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 February 3, 2025, were distributed to each member, and Mayor McMillan called for any corrections. Mayor McMillan declared the minutes approved with a correction offered by Councilmember Brabner to note the moment of silence held for Bernard Davis at the previous meeting.

**REPORTS OF COMMITTEES AND OFFICERS**

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.

The Spanish Fort Public Library and USA Health are hosting a Safety Day at the Spanish Fort Community Center. The event will be held on April 5, 2025, from 1:00 p.m. to 4:00 p.m. The event will be free, and there will be a number of vendors and presentations on health and safety topics, including car seat safety checks, pediatric mental health, children's safety, free cardiac screening for kids; boating and lifejacket safety; an ambulance, police and fire vehicles for tours; and lots more.

**PUBLIC PARTICIPATION**

There was none.

**ANNOUNCEMENTS**

There were none.

**OLD BUSINESS**

There was none.

**NEW BUSINESS**

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

Mayor McMillan presented Ordinance No. 695-2025, an ordinance amending Ordinance No. 51-96 of the City of Spanish Fort, Alabama to add regulations related to storage shed sales and display of storage sheds. Discussion followed. Mayor McMillan opened the public hearing. There were no speakers. Mayor McMillan closed the public hearing. Discussion followed.

A motion was made by Councilmember Brabner and seconded by Councilmember Gustafson to adopt Ordinance No. 695-2025. 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.

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

Mayor McMillan presented 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 opened the public hearing. There were no speakers. Mayor McMillan closed the public hearing. Discussion followed.

A motion was made by Councilmember Smith and seconded by Councilmember Perry to adopt Ordinance No. 696-2025. Discussion followed. Mayor McMillan called for a polling of votes. Voting “aye” were Councilmembers Curt Smith, Gustafson, Perry, Winn, and Mayor McMillan. Voting “nay” were none. Councilmember Brabner abstained from voting. Mayor McMillan declared the Ordinance adopted.

***Ordinance No. 699-2025***

Mayor McMillan introduced 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. Discussion followed. Mayor McMillan announced that a public hearing will be held at the March 3, 2025, City Council meeting to hear comments from those in favor of or against the proposed ordinance.

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

Mayor McMillan introduced Resolution No. 1480-2025, a resolution approving the conceptual Honor Park master plan. Discussion followed. Mayor McMillan opened the public hearing. The following people spoke:

1. Christopher Grant of Thompson Engineering presented the proposed Conceptual Master Plan for Honor Park.
2. Danny Finch of 32210 State Highway 225, Baldwin County
3. Daniela Nielsen, 55 Speckled Trout Route, Baldwin County and Holly Morse, 52 Speckled Trout, Baldwin County
4. Patrick Crowley of 7 Spanish Main, Spanish Fort, Alabama
5. Billy Velve of 32 Speckled Trout Route, Baldwin County
6. Phyllis Busby Gregg of Busby’s Fish Camp

Some individuals expressed concerns regarding protection of trees, protection of wildlife, traffic, noise, plans for an amphitheater, buffers, maintenance, development plans and hours of operation. Other individuals expressed support for the proposed park.

Discussion followed. A motion was made by Councilmember Brabner and seconded by Councilmember Winn to adopt Resolution No. 1480-2025. 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. 1481-2025***

Mayor McMillan introduced Resolution No. 1481-2025, a resolution amending the Spanish Fort Police Department Policy Manual. Discussion followed.

A motion was made by Councilmember Smith and seconded by Councilmember Gustafson to adopt Resolution No. 1481-2025. 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. 1482-2025***

Mayor McMillan introduced Resolution No. 1482-2025, a resolution regarding responsibility for potential cost overruns for an ATRIP-II grant project. Discussion followed.

***Resolution No. 1483-2025***

Mayor McMillan introduced 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. Discussion followed.

**ADJOURNMENT**

There being no further business before the Council, the meeting adjourned at 6:59 p.m.

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

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Rebecca A. Gaines  
City Clerk.

**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.*

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

ATTEST:

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

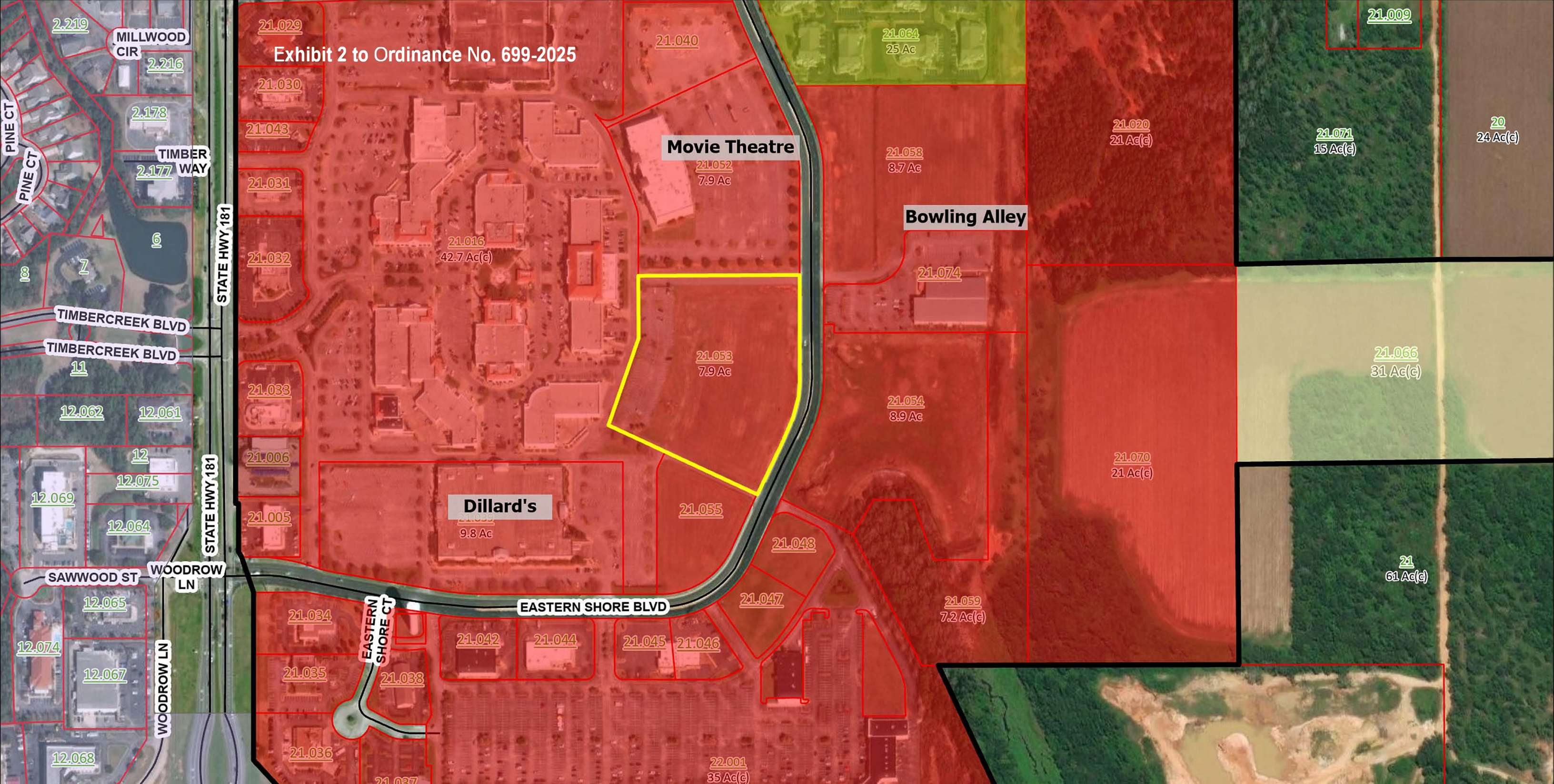
**EXHIBIT "1" TO ORDINANCE NO. 697-2025**

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



<b>SF CITY LIMITS</b>		M-1: Light Industrial		R-2: Medium-Density Single-Family Residential		R-3E: High Density Multi-Family Residential	
SF CITY LIMITS		T-1: Telecommunication		R-3A: Single Family High Density Residential		R-4: Manufactured/Mobile Home Residential	
<b>SF ZONING</b>		State of Alabama		R-3B: Single Family Patio or Garden Home		<b>ADJACENT CITIES</b>	
B-1: Professional Business		Baldwin County		R-3C: Low Density Multi-Family Residential		Bay Minette	
B-2: Local Business		City of Spanish Fort		R-3D: Medium Density Multi-Family Residential		Daphne	
B-3: General Business		PUD: Planned Unit Development				Loxley	
B-4: Major Business		R-1: Low-Density Single-Family Residential					
B-5: Hotel/Motel							

## ORDINANCE NO. 700-2025

### AN ORDINANCE ESTABLISHING RULES AND REGULATIONS FOR LOYALTY PARK IN THE CITY OF SPANISH FORT, ALABAMA

**WHEREAS**, the Mayor and City Council believe that it is in the best interest of the City to protect the health, safety and welfare of the citizens by establishing certain rules and regulations for the recreational facility known as “Loyalty Park”.

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

**SECTION 1.** The following Rules and Regulations shall apply at Loyalty Park:

A. General Rules and Regulations:

1. Patrons shall obey all posted signage including, but not limited to, parking, handicap and traffic control signs.
2. No motorized vehicles on sidewalks or grass.
3. No bicycles, skates, skateboards, rollerblades, wheeled shoes or scooters.
4. No tobacco products.
5. No profanity.
6. No alcoholic beverages or illegal substances.
7. No archery or shooting sports.
8. No golf activities or hitting of golf balls.
9. Patrons assume all risk of injury, damage or loss sustained while on the premises.

B. Dog Park Specific Rules

1. You and your dog enter at your own risk.
2. The dog park is for dog and owner/handler recreational activities only. Other forms of play and sporting activities are prohibited.
3. The City of Spanish Fort accepts no liability for any loss, damages or injury to any person or dog while visiting the park.
3. No children under the age of sixteen (16) are permitted in the park without direct adult supervision.
4. People are prohibited from running/jogging with dogs in the park, and people should not shout or yell at dogs in the park.
5. Dogs under the age of six months are prohibited in the park.
6. Owners/Handlers must have visual contact with their dogs at all times.
7. No more than two (2) dogs per handler allowed.
8. All dogs must have visible current rabies tags and be current on all vaccinations. A collar and tag are required for all dogs.
9. Dogs must be leashed when entering or exiting the park, and owners should carry a leash at all times. Gates must be securely closed when entering and exiting the dog park.
10. Owners/handlers are legally and financially responsible for their dog's behavior and any injuries or damages caused by them.
11. Dogs that are sick or injured may not enter the park.
12. Flea treatment is highly recommended.
13. Aggressive, vicious or dangerous dogs are prohibited in the park. Dogs who show any type of aggressive, vicious or dangerous behavior must be immediately leashed and removed from the park.
14. No toys allowed.
15. All human and pet food and treats are prohibited.
16. Only dogs twenty-five pounds (25 lbs.) and under (“small dogs”) are allowed in the area designated for small dogs. Small dogs are allowed in the large dog area, but large dogs are prohibited in the small dog area.
17. Smoking, vaping and all use of tobacco in any form is prohibited in all areas of the park.
18. All owners/handlers must stop their dog(s) from digging and fill any holes made by their dog(s).
19. Choke chains, pronged training collars and stud or spiked collars are prohibited.
20. Female dogs in heat are prohibited in the park.

21. Unneutered male dogs over one year of age must be leashed at all times.
22. Always clean up after yourself and your dog. Owners/handlers are responsible for cleaning up and properly disposing of waste.
23. These rules are for the protection and safety of all people and dogs. Please be courteous and do not allow unacceptable behavior to ruin the enjoyment and safety of others, whether dog or person.
24. Failure to abide by these rules may result in loss of privileges.

For assistance or questions during normal business hours call 251-626-4884 or after hours call 251-626-4914.

**SECTION 2. Penalties.** Any person violating any provision of this Ordinance shall be punished by a fine of not less than \$100.00 nor more than \$500.00 and said person shall pay all remedial costs incurred by the City, or any other agency, involved in restoring the facility if found in violation of this Ordinance.

**SECTION 3. Repealer Clause.** Ordinance No. 669-2024 is hereby repealed in its entirety. Any other 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

**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

**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.***

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Michael M. McMillan  
Mayor

**ATTEST:**

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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.***

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Michael M. McMillan  
Mayor

ATTEST:

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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:

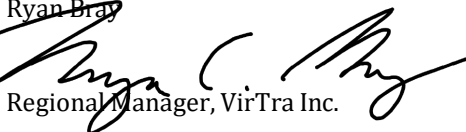
*Simulation Science: Foundations of Simulated Event Module 1:* **21320-2102**

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



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.



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):

**RESOLUTION NO. 1484-2025**

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR SERVICES BETWEEN THE CITY OF SPANISH FORT, ALABAMA, AND THE SPANISH FORT SPORTS ASSOCIATION**

**WHEREAS**, the Spanish Fort Sports Association (“the Association”) provides a valuable service to the City of Spanish Fort and its citizens by providing organized league play in baseball and softball activities for the general public within the City; and

**WHEREAS**, the City has recognized and continues to recognize the benefits conferred upon the City and its citizens as a direct result of the services performed by the Association on an annual basis; and

**WHEREAS**, the City desires to continue the benefits conferred upon the public as a direct result of the Association’s efforts.

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

The City Council requests and authorizes the Mayor to enter into an agreement with the Association for services rendered to the City of Spanish Fort in the provision of league play activities. In consideration of such services, there is hereby appropriated the sum of Twenty Thousand Dollars (\$20,000.00) to the Spanish Fort Sports Association. A copy of the proposed Agreement is attached hereto as Exhibit 1, subject to any changes approved by the Mayor.

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

---

Michael M. McMillan  
Mayor

ATTEST:

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Rebecca A. Gaines, CMC  
City Clerk

**Exhibit 1**

**AGREEMENT**

This Agreement is entered into on this the \_\_\_\_ day of \_\_\_\_\_, 2025, by and between the City of Spanish Fort (“City”) and the Spanish Fort Sports Association (“Association”).

**WHEREAS**, the Spanish Fort Sports Association provides a valuable service to the City of Spanish Fort and its citizens by providing league play in baseball and softball for the general public within the City; and

**WHEREAS**, the City has recognized and continues to recognize the benefits conferred upon the City and its citizens as a direct result of the services performed by the Association on an annual basis; and

**WHEREAS**, the parties desire to enter into an agreement to continue the aforesaid benefits conferred upon the citizens of the City.

**WITNESSETH:**

For and in consideration of the premises contained herein, the parties hereby agree as follows:

1. The City hereby agrees to provide to the Association the sum of TWENTY THOUSAND DOLLARS (\$20,000.00) as consideration for the services to be performed by the Association.
2. The Association agrees to provide league play in baseball and softball for the general public within the City, without discrimination, and the Association shall be responsible for all aspects of the programs.
3. The term of this Agreement shall be for the remainder of the 2025 calendar year.

**DONE THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2025.**

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

ATTEST:

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

SPANISH FORT SPORTS  
ASSOCIATION

By: \_\_\_\_\_

Its: \_\_\_\_\_



**RESOLUTION NO. 1485-2025**

**A RESOLUTION DISPOSING OF SURPLUS PROPERTY**

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

**WHEREAS**, the City of Spanish Fort, Alabama, has an item of personal property which is no longer needed for public or municipal purposes; and

**WHEREAS**, Ala. Code §11-43-56 (1975) authorizes the municipal governing body to dispose of unneeded personal property.

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

**Section 1.** That the following personal property owned by the City of Spanish Fort, Alabama, is not needed for public or municipal purposes:

One 2022 Ford Explorer (Police Vehicle), VIN No. 1FM5K8AB9NGA58956

**Section 2.** That the Mayor and City Clerk be and are hereby authorized and directed to dispose of the personal property owned by the City of Spanish Fort, Alabama, described in Section 1 above, by the best method to receive the most monies as adequate consideration for the personal property.

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

---

Michael M. McMillan  
Mayor

**ATTEST:**

---

Rebecca A. Gaines, CMC  
City Clerk

**RESOLUTION NO. 1486-2025**

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH SUNSET CONTRACTING, INC., FOR REPAIRS AT MARCELLA AVENUE**

**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 enter into an agreement with Sunset Contracting, Inc., in the amount of \$18,532.50 to remove 198 linear feet of brick box culvert and install 198 feet of 22"x18" concrete arch pipe and collars and repair and replace sidewalk and sod on the right-of-way at 303 Marcella Avenue. A copy of the proposal for the work is attached hereto as Exhibit 1.

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

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

---

Michael M. McMillan  
Mayor

ATTEST:

---

Rebecca A. Gaines, CMC  
City Clerk

## SUNSET CONTRACTING, INC.

3030 Lees Ln. \* Mobile, Alabama 36693  
Phone: (251) 660-0411 Fax: (251) 660-0494

February 24, 2025

City of Spanish Fort  
7581 Spanish Fort Blvd.  
Spanish Fort, AL 36527

Re: 303 Marcella Ave Revised

Attn: Shannon

We offer you a price of \$ 18,532.50 to Repair items listed below.

Items included are listed below.


1. Mobilization
2. Remove 198 Linear Feet Brick Box Culvert
3. Install 198 Linear feet 22"x 18" Concrete Arch Pipe
4. Arch Pipe Supplied By City of Spanish Fort
5. 5 Each Concrete Collars
6. Solid Sod 225 Square yards
7. Remove & Replace Sidewalk 5 Square yards

Items Excluded are listed Below.

1. Existing Utilities

Thanks

7600

  
Marion Peterson  
Estimator

**RESOLUTION NO. 1487-2025**

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH ALABAMA PIPE & SUPPLY, FOR THE PROVISION OF PIPE FOR A DRAINAGE REPAIRS AT MARCELLA AVENUE**

**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 enter into an agreement with Alabama Pipe & Supply in the amount of \$8751.75 to provide pipe for a drainage project on the right-of-way at 303 Marcella Avenue. A copy of the estimate is attached hereto as Exhibit 1.

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

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

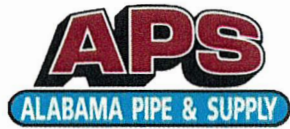
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Michael M. McMillan  
Mayor

ATTEST:

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Rebecca A. Gaines, CMC  
City Clerk



**P.O Box 70  
Irvington, Al 36544**

**Phone: 251-653-1399 Fax: 251-653-1279**

## Estimate

DATE	ESTIMATE #
2/21/2025	22215

NAME/ADDRESS
City of Spanish Fort

TERMS	REP	Project
Payment in Advance	RB	

ITEM	DESCRIPTION	QTY	COST	Total
22" x 13" Arch	22" x 13" CL 3 Arch (18")	200	43.54	8,708.00
Popit Plugs	Popit Plugs ( 75 in Box)	25	1.75	43.75
	Lead time on pipe is 2 to 3 weeks			
	7600			
Quotation is valid for 30 Days			<b>Total</b>	<b>\$8,751.75</b>

*This quotation is for estimating purposes only. We appreciate the opportunity to quote on this material for you.*