

LEMOORE

CALIFORNIA

LEMOORE CITY COUNCIL
COUNCIL CHAMBER
429 C STREET
July 15, 2025
5:30 P.M.

SPECIAL MEETING AGENDA

Please silence all electronic devices as a courtesy to those in attendance. Thank you.

5:30 pm SPECIAL SESSION

This special City Council meeting will run in concurrence with the regular City Council meeting of July 15, 2025.

1 – CEREMONIAL / PRESENTATION

- 1-2 Recognition of Lemoore Little League – 10 Year Old All Star Baseball Team (Matthews)

4 – CONSENT CALENDAR

- 4-11 Approval – Assignment and Assumption Agreement between the City of Lemoore, Farm Lemoore, LLC, and Ayr Ag, LLC
4-12 Approval – Lease Agreement between the City of Lemoore and Lemoore Youth Football (LYF)
4-13 Approval – Resolution 2025-28 – Approving the Application for Cannabis Tax Fund Grant Program Grant Funds

PUBLIC NOTIFICATION

I, Marisa Avalos, City Clerk for the City of Lemoore, declare under penalty of perjury that I posted the above Special City Council Agenda for the meeting of July 15, 2025 at Council Chamber, 429 C Street and City Hall, 711 W. Cinnamon Drive, Lemoore, CA on July 14, 2025.

//s//

Marisa Avalos, City Clerk



711 West Cinnamon Drive • Lemoore, California 93245 • (559) 924-6744

Staff Report

Item No: 4-11

To: Lemoore City Council

From: Marissa Trejo, City Manager

Date: July 14, 2025

Meeting Date: July 15, 2025

Subject: Assignment and Assumption Agreement Between the City of Lemoore, Farm Lemoore LLC, and Ayr Ag, LLC

Strategic Initiative:

- | | |
|--|--|
| <input type="checkbox"/> Safe & Vibrant Community | <input type="checkbox"/> Growing & Dynamic Economy |
| <input type="checkbox"/> Fiscally Sound Government | <input checked="" type="checkbox"/> Operational Excellence |
| <input type="checkbox"/> Community & Neighborhood Livability | <input type="checkbox"/> Not Applicable |

Proposed Motion:

Approve the Assignment and Assumption Agreement Between the City of Lemoore, Farm Lemoore LLC and Ayr Ag, LLC, transferring the obligations of the Development Agreement to Ayr Ag.

Subject/Discussion:

The City has received and reviewed the required documentation, including a completed Assignment and Assumption Agreement, background information on the proposed new owner (Ayr Ag, LLC), and verification of continued compliance with all applicable local and state cannabis laws. City staff has determined that the transfer of obligations to Ayr Ag. meets the City's regulatory requirements and that the transfer will not result in any substantial change to the permitted operations. In accordance with local and state cannabis regulations, any transfer of obligations under the Development Agreement requires City approval through an Assignment and Assumption Agreement.

Financial Consideration(s):

None.

Alternatives or Pros/Cons:

Pros:

- Continuity of Operations

Cons:

- None noted.

Commission/Board Recommendation:

Not applicable.

Staff Recommendation:

Staff recommends approval of the Assignment and Assumption Agreement Between the City of Lemoore, Farm Lemoore LLC and Ayr Ag, LLC.

Attachments:

- ☐ Resolution:
 - ☐ Ordinance:
 - ☐ Map
 - ☒ Contract
 - ☐ Other
- List:

Review:

- ☒ City Attorney
- ☒ City Clerk
- ☒ City Manager
- ☐ Finance

Date:

07/14/2025
07/14/2025
07/14/2025

ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT (this “Agreement”) is entered into and effective as of this ____ day of _____, 2025 (the “Effective Date”), by and among:

THE CITY OF LEMOORE, a municipal corporation organized and existing under the laws of the State of California (the “City”);

[Farm Lemoore, LLC], a [California limited liability company, California corporation] (“Assignor”); and

[AYRAG, LLC], a [California limited liability company, California corporation] (“Assignee”).

RECITALS

WHEREAS, the City and Assignor are parties to that certain Development Agreement, dated as of _____, 20____ (the “Development Agreement”), concerning the development of certain real property located at [Property Address or Description], as more particularly described in the Development Agreement attached as Exhibit A and incorporated herein;

WHEREAS, the Development Agreement sets forth certain rights, obligations, covenants, and conditions pertaining to the development of the aforementioned property;

WHEREAS, the execution of this Assignment and Assumption Agreement is contemplated in Section VIII of the Development Agreement setting forth the requirement that an attempted assignment is not effective “unless and until the successor party executes and delivers to City an assumption agreement in a form reasonably approved by the City assuming such obligations.”

WHEREAS, Assignor desires to assign all of its obligations arising under the Development Agreement to Assignee;

WHEREAS, Assignee desires to accept such assignment and assume all of Assignor’s obligations under the Development Agreement; and

WHEREAS, the City has consented to such assignment and assumption, subject to the terms and conditions set forth herein, including the continuing secondary liability of Assignor.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE 1: DEFINITIONS

1.1. **“Development Agreement”** shall mean that certain Development Agreement, dated as of _____, 20____, by and between the City and Assignor, as may be amended from time to time.

1.2. **“Assigned Obligations”** shall mean all obligations, duties, covenants, terms, conditions, and liabilities of Assignor arising under or in connection with the Development Agreement, whether arising before, on, or after the Effective Date.

ARTICLE 2: ASSIGNMENT AND ASSUMPTION

2.1. Assignment by Assignor. Assignor hereby assigns, transfers, and conveys to Assignee all of Assignor's obligations arising under the Development Agreement, including, without limitation, all of the Assigned Obligations. Party 1 hereby assigns, and Party 2 hereby assumes and agrees to pay, defend, discharge or perform, the obligations enumerated in the Development Agreement. It is understood and agreed by all parties that Assignor remains a party to the Develop Agreement and it only transferring the obligations enumerated under said agreement.

2.2. Assumption by Assignee. Assignee hereby accepts the assignment of the Development Agreement obligations and expressly assumes and agrees to perform, observe, and be bound by all of the Assigned Obligations, as if Assignee were the original party to the Development Agreement in place of Assignor. Assignee covenants and agrees to timely and fully perform all of the Assigned Obligations in accordance with the terms and conditions of the Development Agreement.

2.3. Continuing Obligation of Assignor. Notwithstanding the assignment and assumption set forth in Sections 2.1 and 2.2 above, Assignor acknowledges and agrees that it shall remain a party to the Development Agreement and **secondarily liable** to the City for the full and complete performance of all Assigned Obligations under the Development Agreement. In the event Assignee fails to perform any of the Assigned Obligations, Assignor shall, upon written demand from the City, promptly perform such Assigned Obligations or cause them to be performed, and shall indemnify and hold harmless the City from and against any and all damages, losses, costs, expenses (including reasonable attorneys' fees), or liabilities incurred by the City as a result of Assignee's failure to perform. This secondary liability shall remain in full force and effect for the entire term of the Development Agreement.

ARTICLE 3: REPRESENTATIONS AND WARRANTIES

3.1. Representations and Warranties of Assignor. Assignor represents and warrants to the City and Assignee that: 1) It is duly organized, validly existing, and in good standing under the laws of the State of California, 2) it has the full power and authority to enter into this Agreement and to perform its obligations hereunder, 3) The Development Agreement is in full force and effect, and Assignor is not in default thereunder, 4) There are no outstanding claims, demands, or disputes regarding the Development Agreement.

3.2. Representations and Warranties of Assignee. Assignee represents and warrants to the City and Assignor that: 1) It is duly organized, validly existing, and in good standing under the laws of the State of California, 2) It has the full power and authority to enter into this Agreement and to perform its obligations hereunder, 3). It has reviewed and understands the terms and conditions of the Development Agreement and is capable of performing all Assigned Obligations.

ARTICLE 4: CITY'S CONSENT

4.1. Consent. The City hereby consents to the assignment of the Development Agreement obligations from Assignor to Assignee, subject to all the terms and conditions of this Agreement,

without limitation. The City’s consent hereunder shall not be construed as a waiver of any of its rights or remedies under the Development Agreement or this Agreement.

ARTICLE 5: MISCELLANEOUS PROVISIONS

5.1. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of laws principles.

5.2. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Assignee shall not further assign the Development Agreement or any of its obligations hereunder without the prior written consent of the City.

5.3. Entire Agreement. This Agreement, together with the Development Agreement, constitutes the entire agreement among the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof.

5.4. Amendments. This Agreement may not be amended, modified, or supplemented except by an instrument in writing signed by all parties hereto.

5.5. Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

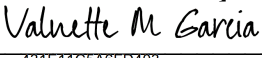
5.6. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile or PDF signatures shall be deemed original signatures for all purposes.

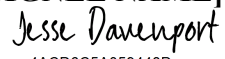
5.7. Attorneys’ Fees. In the event of any action or proceeding brought to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys’ fees and costs incurred in connection with such action or proceeding.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment and Assumption Agreement as of the Effective Date first written above.

THE CITY OF [CITY NAME]

By: _____ Name: _____
Title: City Manager

[ASSIGNOR NAME]
By:  _____ Name: Valnette M Garcia
Title: Manager

[ASSIGNEE NAME]
By:  _____ Name: Jesse Davenport
Title: Manager



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Staff Report

Item No: 4-12

To: Lemoore City Council

From: Marissa Trejo, City Manager

Date: July 14, 2025

Meeting Date: July 15, 2025

Subject: Lease Agreement Between the City of Lemoore and Lemoore Youth Football

Strategic Initiative:

- | | |
|--|--|
| <input type="checkbox"/> Safe & Vibrant Community | <input type="checkbox"/> Growing & Dynamic Economy |
| <input type="checkbox"/> Fiscally Sound Government | <input checked="" type="checkbox"/> Operational Excellence |
| <input type="checkbox"/> Community & Neighborhood Livability | <input type="checkbox"/> Not Applicable |

Proposed Motion:

Approve the Lease Agreement between the City of Lemoore and Lemoore Youth Football

Subject/Discussion:

Lemoore Youth Football has a long-standing partnership with the City and provides local youth with organized football programming. The proposed lease formalizes the Association's use of two fields at the Kings Lions Complex during their regular season activities.

Per the agreement, during the regular league season—which begins annually in mid-July and continues for approximately 17 weeks through the last week in October—the Association shall have use of two fields as follows:

- Weeks 1–2: Monday through Friday, 6:00 p.m. to 8:00 p.m.
- Weeks 3–17: Mondays, Tuesdays, and Wednesdays, 6:00 p.m. to 8:00 p.m.

In exchange for a reduced facility rental fee, the association agrees to host a free annual one day football camp through the City of Lemoore Recreation for up to fifty (50) children who are not part of the LYF program.

The lease ensures a consistent and reliable location for youth sports activities while preserving public access to the facility during other times.

"In God We Trust"

Financial Consideration(s):

The lease provides an initial annual revenue of \$3,500, increasing by 5% each year for the term of the agreement.

Alternatives or Pros/Cons:**Pros:**

- Supports youth recreation
- Community benefit

Cons:

- None noted.

Commission/Board Recommendation:

Not applicable.

Staff Recommendation:

Staff recommends approval of the Lease Agreement between the City of Lemoore and Lemoore Youth Football.

Attachments:

- ☐ Resolution:
 - ☐ Ordinance:
 - ☐ Map
 - ☒ Contract
 - ☐ Other
- List:

Review:

- ☒ City Attorney
- ☒ City Clerk
- ☒ City Manager
- ☐ Finance

Date:

07/14/2025
07/14/2025
07/14/2025

**LEASE AGREEMENT
BETWEEN THE CITY OF LEMOORE
AND
LEMOORE YOUTH FOOTBALL (LYF)**

This LEASE AGREEMENT is made and entered into this ____ day of ____, 2025 (“Effective Date”), by and between City of Lemoore, a Municipal Corporation (“City”), and Lemoore Youth Football (“Association”). City and Association may be referred to hereinafter individually as a “Party” or collectively as the “Parties”.

RECITALS

WHEREAS, City is the owner of certain real property commonly known as the Kings Lions Complex identified in Exhibit A attached hereto and incorporated by reference (“Complex”); and

WHEREAS, the Parties agree that it is in their mutual interest and the interest of the community that the City leases two fields within Complex to the Association under the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants and promises contained herein, the Parties hereto AGREE as follows:

1. **AGREEMENT TO LEASE.** Subject to the terms of this Agreement, City hereby leases two fields within Complex to the Association.
2. **TERM.** The term of this Agreement (“Term”) shall be for a period of five (5) years commencing on the Effective Date of this Agreement. Subject to City’s approval, this Agreement may be renewed after the expiration of the Term for one (1) successive period of five (5) years, subject to the terms and provisions of section 3, below. If Association elects to renew this Agreement, it shall provide City with written notice no later than ninety (90) days prior to expiration of the Term.
3. **FEES.**
 - a. As consideration for this Agreement, Association shall pay to the City the sum of three thousand five hundred dollars (\$3,500.00) for the first year of this Agreement. Thereafter, the fee will be increased by five percent (5%) over the prior year’s fee. The first payment shall be due upon the Effective Date of this Agreement. Fees for subsequent years shall be due by the fifteenth (15th) day of July and may be paid in advance.
 - b. In the event Association renews this Agreement pursuant to section 2, above, fees shall be subject to renegotiation.

4. SERVICE EXCHANGE.

- a. In exchange for a reduced facility rental fee (\$6,000 due - \$3,500 payment = \$2,500 balance), Association agrees to host a free annual one day (4 hour) football camp through the City of Lemoore Recreation Department for up to fifty (50) children (grades K-8) who are not part of the LYF program. This football camp holds of value of \$2,500 (\$50 per child x 50 children).
- b. LYF also plans to continue to offer approximately twenty (20) annual registration scholarships of \$180 each totaling \$3,600 for Lemoore area children.

5. USE. Use of the two fields by LYF is exclusive and is as follows:

- a. During regular league activities and preparation, beginning annually in mid-July and continuing for approximately seventeen (17) weeks through the last week in October, the Association shall have use of two fields Monday through Friday from 6:00pm to 8:00pm during the first two weeks and Mondays, Tuesdays and Wednesdays from 6:00pm to 8:00pm during weeks 3 through 17.
- b. Association and/or City, as mutually agreed, shall be responsible for activating and deactivating Field lights. Association shall be charged ten dollars (\$10.00) per hour per field for light use which will be billed separately at the end of the season. Per hour pricing may be adjusted to comport with the City's Master User Fee Schedule.
- c. Association shall provide adequate supervision and crowd control at all scheduled activities to ensure protection of Complex. Adequacy of supervision and crowd control shall be determined by the City.
- d. Association acknowledges that City and/or City authorized users shall be permitted to access and use Complex as reasonably necessary at all times, including times designated for Association use.
- e. Association shall not use fields for any other purpose(s) not directly connected with the operation of Association's football related activities.
- f. City reserves the right to cancel any scheduled Association use due to adverse weather conditions that could endanger participants. Representatives from the City and Association will make reasonable efforts to meet prior to an event to assess the conditions of the fields and determine if cancellation or some other action is required. The final decision to cancel an event shall be made by the City's Recreation Manager or their designee.
- g. Upon expiration and/or termination of this Agreement, Association shall return fields to their original condition, allowing for reasonable and normal wear.

6. RESTROOMS. During periods of scheduled use by Association, City shall be responsible for the toiletry supply and routine cleaning of restrooms. For purposes of this Agreement, routine cleaning shall consist of at least one service per week.
7. STORAGE. Association shall not store any items within Complex.
8. MAINTENANCE AND REPAIR OF FIELDS.
 - a. City shall assume responsibility for all maintenance, damage, repair and upkeep of Complex during Association use.
 - b. Association shall notify City of any damage to fields or Complex within forty-eight (48) hours of finding the damage. City shall determine, in its sole discretion, the Party responsible for repair of the damage or replacement of the damaged item and determine the manner in which repair or replacement is to be performed.
 - c. The Association shall be responsible for preparation of the practice fields (i.e., field lines, setting up cones, etc.).
 - d. Association shall remove all litter and other debris on or about the Complex caused by the participants and spectators during Association's use of the Complex.
 - e. Association shall be responsible for any repair or maintenance required due to vandalism of and/or graffiti on Association equipment and structures. Graffiti removal shall be completed in accordance with the current City ordinance governing graffiti removal.
9. CITY MAINTENANCE AND REPAIR OF FIELDS.
 - a. City shall be responsible for regular maintenance of all fixed assets and grounds, including maintenance of the irrigation system, mowing, fertilizing, weed abatement, and gopher/rodent control.
 - b. City shall be responsible for major structural repairs and/or capital improvements to Complex which are the subject of this Agreement. City shall have the sole discretion in determining what constitutes major structural and/or capital improvements.
10. ALTERATIONS TO THE FIELDS. Association shall make no alterations, improvements, or modifications to Complex without the prior written consent of City. Any such alterations, improvements or modifications to Complex shall become the sole and exclusive property of City upon completion of the alterations, improvements or modifications. If the City elects to require the Association to remove any alteration, improvements or modifications, Association shall do so and return Complex to its original condition, allowing for reasonable and normal wear.

11. HAZARDOUS MATERIALS. Association shall not use, maintain, or keep any Hazardous Materials, other than ordinary cleaning supplies and waste, on or in Complex without City's prior written approval. Association shall promptly give notice to City of any Hazardous Materials dispersal or spill, or Hazardous Materials claim, of which it is aware. Association shall indemnify and hold City harmless from any and all claims, costs, damages, penalties or liabilities arising out of Association's use or release of any Hazardous Materials at, in or on Complex. This provision does not apply to existing Hazardous Materials or Hazardous Materials which are introduced to Complex by City. The foregoing indemnification obligation shall survive the expiration or earlier termination of this Agreement. The term "Hazardous Materials" as used in this Agreement shall mean any products, substances, chemical, material or waste whose presence, nature, quantity and/or intensity of existence, use, manufacture, disposal, transportation, spill, release or effect, either by itself or in combination with other materials expected to be on the premises, is either (a) potentially injurious to the public health, safety or welfare and environment of the premises, (b) regulated or monitored by any governmental authority, or (c) a basis for liability of City to any governmental agency or third party under any applicable statute or common law theory. Hazardous Materials shall include, but not be limited to, hydrocarbons, MTBE, petroleum, gasoline, crude oil, or any products, by-products, or fractions thereof.
12. TERMINATION. In addition to any other provision in this Agreement, this Agreement may be terminated upon the following:
- a. This Agreement shall terminate automatically if either party fails to remedy any breach of any term or condition of this Agreement within thirty (30) days after receiving written demand from the other Party to do so. If either Party is making good-faith efforts to eliminate any such breach or default, the period for correction shall be extended for such length of time as is reasonably necessary to remedy the breach.
 - b. City may terminate this Agreement with or without cause upon sixty (60) days' prior written notice to the Association.
13. INSURANCE. At no cost to City, Association will procure and maintain the following insurance policies throughout the Term of this Agreement and name the City as additional insured.
- a. Comprehensive general liability insurance in an amount not less than one million dollars (\$1,000,000.00) per occurrence for each bodily injury, property damage, and personal injury arising out of Association's alleged or actual omission, act or negligence in the performance or failure to perform its obligations under this Agreement. The insurance will also include, but not be limited to, premises and operations liability, and independent contractors' liability.

- b. City, its officers, agents and employees, shall be named as additional insureds on the above policies by separate endorsement with coverage at least as broad as ISO form CG 20 10 or CG 20 26. The insurance carried by Association is primary to any insurance policies maintained by City, and no insurance held or owned by City will be called upon to contribute to a loss covered without reservation by Association's policies. Association's insurance policy will not be canceled or materially changed without first giving thirty (30) calendar days' prior written notice to City. Neither the existence of any of the insurance coverages required under this Agreement nor the minimum coverage limits specified herein with respect to any such coverage shall be deemed to limit or restrict in any way Association's indemnification obligations under this Agreement. Insurance coverages required under this Agreement shall be provided under either: (i) valid and enforceable policies issued by insurance companies legally authorized to do business in the State of California; or (ii) a program of self-insurance meeting all requirements of California law applicable to insurance coverage of that nature. Prior to accessing or using Complex, Association shall deliver to City properly executed certificates of insurance clearly evidencing all coverages, limits, and endorsements required above in this Agreement.
 - c. If, at any time, Association employs any person(s), Association shall, at Association's sole cost and expense, keep or cause to be kept in force workers' compensation insurance with statutory limits and employer's liability insurance with limits of not less than one million dollars (\$1,000,000.00) per accident.
14. INDEMNIFICATION. Association agrees to indemnify, defend and hold City, its officers, employees and agents, harmless from and against any and all actions, claims, damages, disabilities or expenses, including attorneys' fees and costs through trial and on appeal, that may be asserted by any person or entity, arising out of or in connection with this Agreement, use of Complex during the Association's right to use Complex, or the tortious acts, errors, or omissions of a Party, its officers, agents, employees, participants, volunteers, and/or invitees, whether or not there is concurrent passive or active negligence on the part of such Party, but excluding liability to extent caused by the negligence or willful misconduct of the other Party. This indemnification obligation shall survive the expiration or earlier termination of this Agreement.
15. DISCRIMINATION. Association for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that no person on the grounds of race, color, sex, disability, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of Complex.
16. ASSIGNMENT. This Agreement, the terms and conditions herein and rights and privileges herein are personal to Association and are not assignable without the prior written consent of City.
17. TAXES AND ASSESSMENTS. This Agreement may result in a taxable possessory

interest and subject the Association to payment of property taxes. Association shall pay all taxes and assessments of any kind assessed or levied upon Association for the leased premises by reason of this Agreement or of any improvements upon or in connection with this Agreement or the leased premises.

18. NO WAIVER. The failure by either Party to enforce any term or provision of this Agreement shall not constitute a waiver of that term or provision, or any other term or provision. No waiver by either Party of any term or provision of this Agreement shall be deemed or shall constitute a waiver of any other provision of this Agreement, nor shall any waiver constitute a continuing waiver unless otherwise expressly provided in writing.
19. NOTICE. Any notice required or permitted to be given under the terms of this Agreement shall be mailed by certified mail, with return receipt requested, or personally delivered to the Party to whom such notice is required or permitted to be given hereunder. If mailed, any such notice shall be deemed to have been given three (3) days after deposit in the United States mail. If delivered personally, any such notice shall be deemed to have been given when received by the Party to whom notice is given. ***Any notice to City shall be addressed as follows:*** City of Lemoore Parks and Recreation Department, 711 West Cinnamon Drive, Lemoore, California 93245. ***Any notice to Association shall be addressed as follows:*** Lemoore Youth Football, [ADDRESS]. Any change in the above addresses shall be promptly provided to the other Party.
20. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between and City and Association concerning the subject matter hereof. Any modification, waiver or amendment to this Agreement must be in writing signed by both Parties and approved by the governing body of each Party.
21. SEVERABILITY. In the event that one or more of the provisions of this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any of the other provisions of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision or provisions had never been contained herein.
22. TITLES AND HEADINGS. The titles and headings herein are for reference purposes only and shall not limit or define the meaning of the provisions of this Agreement nor shall they be used to interpret or construe the terms and conditions of this Agreement.
23. APPLICABLE LAW. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of California. The state courts of the County of Kings shall be the exclusive venue for any litigation arising in any way from this Agreement.
24. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute one and the same Agreement. A copy, original or facsimile with all signatures appended together shall be deemed a fully executed Agreement.

25. WARRANTY OF AUTHORITY. Each person below warrants and guarantees that s/he is legally authorized to execute this Agreement on behalf of the designated entity and that such execution shall bind the designated entity to the terms of this Agreement.

IN WITNESS WHEREOF, the undersigned have entered into this Agreement as of the Effective Date first set forth above.

LEMOORE YOUTH FOOTBALL

CITY OF LEMOORE

_____	_____	_____	_____
LYF Board President	Date	Marissa Trejo, City Manager	Date

ATTEST:

APPROVED AS TO FORM:

_____	_____	_____	_____
LYF Board Member	Date	Christina Smith, City Attorney	Date



711 West Cinnamon Drive • Lemoore, California 93245 • (559) 924-6700 • Fax (559) 924-6708

Staff Report

Item No: 4-13

To: Lemoore City Council

From: Mike Kendall, Police Chief

Date: June 14, 2025

Meeting Date: July 15, 2025

Subject: Resolution 2025-28 – Approving the Application for Cannabis Tax Fund Grant Program Grant Funds

Strategic Initiative:

- | | |
|---|--|
| <input type="checkbox"/> Safe & Vibrant Community | <input type="checkbox"/> Growing & Dynamic Economy |
| <input type="checkbox"/> Fiscally Sound Government | <input type="checkbox"/> Operational Excellence |
| <input checked="" type="checkbox"/> Community & Neighborhood Livability | <input type="checkbox"/> Not Applicable |

Proposed Motion:

Approval of Resolution 2025-28, Approving the Application for Cannabis Tax Fund Grant Program Grant Funds.

Subject/Discussion:

The Lemoore Police Department applied for and has been tentatively awarded grant funding through the California Highway Patrol, Cannabis Tax Fund Grant Program. The funds are to be utilized by the police department to operate impaired driving operations throughout the fiscal year 25/26.

The grant funds awarded are \$11,622.96. This will allow for a detail of four officers to work six overtime operations focusing solely on impaired driving violations.

Financial Consideration(s):

None.

Alternatives or Pros/Cons:

Pros:

- Pays for the overtime cost to run six DUI enforcement details

Cons:

- None noted.

Commission/Board Recommendation:

Not applicable.

Staff Recommendation:

Approval of Resolution 2025-28, Approving the Application for Cannabis Tax Fund Grant Program Grant Funds.

Attachments:

- ☒ Resolution: 2025-28
 - ☐ Ordinance:
 - ☐ Map
 - ☐ Contract
 - ☒ Other
- List: Grant Information

Review:

- ☒ City Attorney
- ☒ City Clerk
- ☒ City Manager
- ☐ Finance

Date:

07/14/2025
07/14/2025
07/14/2025

RESOLUTION NO. 2025-28

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEMOORE APPROVING
THE APPLICATION FOR
CANNABIS TAX FUND GRANT PROGRAM GRANT FUNDS**

WHEREAS, the California Highway Patrol has been delegated the responsibility by the Legislature of the State of California for the administration of the Cannabis Tax Fund Grant Program, setting up necessary procedures governing the application; and

WHEREAS, said procedures established by the California Highway Patrol require the Applicant to certify by resolution the approval of the application to the State; and

WHEREAS, successful Applicants will enter into an agreement with the California Highway Patrol to complete the Grant Scope;

NOW, THEREFORE, BE IT RESOLVED that the City of Lemoore City Council hereby:

APPROVES THE FILING OF AN APPLICATION FOR THE CANNABIS TAX FUND GRANT PROGRAM AND AWARDED AMOUNT OF \$11,622.96; AND

1. Certifies that said Applicant has or will have available, prior to commencement of any work on the project included in this application, the sufficient funds to complete the project if the grant is awarded; and
2. Certifies that if the project is awarded, the Applicant has or will have sufficient funds to operate and maintain the project, and
3. Certifies that the Applicant has reviewed, understands, and agrees to the General Provisions contained in the program regulations; and
4. Delegates the authority to the City Manager to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the Grant Scope; and
5. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.

PASSED AND ADOPTED by the City Council of the City of Lemoore at a regular meeting held on the 15th day of July 2025 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

Marisa Avalos
City Clerk

Patricia Matthews
Mayor

DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

601 North 7th Street
Sacramento, CA 95811
(916) 843-4360
(800) 735-2929 (TT/TDD)
(800) 735-2922 (Voice)



June 13, 2025

File No.: 060.17344.17369

Chief Michael Kendall
Lemoore Police Department
658 Hill Street
Lemoore, CA 93245

Dear Chief Kendall:

On behalf of the California Highway Patrol (CHP), it is my pleasure to inform you, the Lemoore Police Department, is conditionally approved for Cannabis Tax Fund Grant Program (CTFGP) funding in the amount of \$11,622.96. The purpose of this grant funding is to help your agency reduce and mitigate the impacts of impaired driving in your community.

The official Grant Agreement for signature is forthcoming. In order to execute your Grant Agreement, please provide documentation from a local governing body, authorizing your organization to receive this grant funding, to the Cannabis Grants Unit, by email at CGUGrants@chp.ca.gov, as soon as possible. Refer to California Code of Regulations Title 13, Division 2, Chapter 13, Section 1890.13(g) for additional information.

The CHP looks forward to partnering with you and your agency on this project in an effort to make California's roadways a safer place to travel. If you have any questions, please feel free to contact the Cannabis Grants Unit at (916) 843-4360.

Sincerely,

A handwritten signature in blue ink, appearing to read "M. W. Headrick".

M. W. HEADRICK, Chief
Enforcement and Planning Division

