

**CITY OF LEBANON
CITY COUNCIL REGULAR MEETING
TUESDAY, OCTOBER 14, 2025
CITY HALL, STANLEY H. ALLEN COUNCIL CHAMBERS, 401 SOUTH JEFFERSON, 5:00 PM
“TENTATIVE AGENDA”**

1. Call to Order, Roll Call, and Declaration of Quorum
2. Ordinances
 - Second Reading
 - a. None
 - First and Second Reading
 - a. Council Bill No. 6926- An Ordinance by the City Council of Lebanon, Missouri, approving a Temporary Operating Agreement with the Lebanon Area Community Golf Course for the continued operation of the city-owned Golf Course. (City Administrator Troy Schulte)
 - First Reading
 - a. None
3. Comments from Council and Staff
4. Adjournment



To: City Council

Proposed for the Meeting Date of: October 14, 2025

Staff Informational Sheet

Topic: Council Bill No. 6926- An Ordinance by the City Council of Lebanon, Missouri, approving a Temporary Operating Agreement with the Lebanon Area Community Golf Course for the continued operation of the city-owned Golf Course. (City Administrator Troy Schulte)

CIP Number:

Spent Year To Date:

Budget Amount:

Funding Source:

Subject Matter:

This ordinance requests approval of a temporary operating agreement with the Lebanon Area Community Golf Course through a sole source purchase with \$0 cost to the City.. This agreement would be retroactive to the closing date of October 6, 2025 when the city took possession of the property and continue until no later than January 31, 2026.

Background (problem/explanation):

This agreement will allow the golf course to continue to operate as a golf course during this up-to 120-day transition period. The operator, Lebanon Area Community Golf Course, will be responsible for all routine operations, such as course admissions, payroll and account payables as well as grounds maintenance. All current staff will remain employees of the Lebanon Golf Course until some or all can apply for newly created city positions. All revenues generated at the course will be retained by the operator and used to offset current expenses. The City of Lebanon will be responsible for any needed facility repairs to the buildings or irrigation systems. As of October 6, 2025, the property has been transferred to the City and the property and liability insurance is being covered by the City. The next assets to transfer will be the equipment (mowers and golf carts), followed by some of the current staff and lastly, the revenue collection and reservation systems. It is hoped that this transition can be fully completed by December 31, 2025.

It is anticipated that the working capital provided by the City as part of the purchase price along with new revenues should be sufficient to operate the facility for the next 120 days if necessary therefore no additional appropriation of funds is needed at this time.

Staff Recommendation:

Staff recommends approval of this agreement

Submitted By: Troy Schulte, City Administrator

Department: Administration

Date: 10/08/2025

ATTACHMENTS:

1. Council Bill No. 6926- Agreement, Temporary Opeartions of the Golf Course, Lebanon Area Community Golf Course
2. Exhibit A- Temporary Operating Agreement Golf Course

AN ORDINANCE BY THE CITY COUNCIL OF LEBANON, MISSOURI, APPROVING A TEMPORARY OPERATING AGREEMENT WITH THE LEBANON AREA COMMUNITY GOLF COURSE FOR THE CONTINUED OPERATION OF THE CITY-OWNED GOLF COURSE.

WHEREAS, that the City Council approved the purchase of the Golf Course located at 16744 Missouri Highway 64 from Lebanon Area Community Golf Course on September 22, 2025 via Ordinance No. 7164, and the City acquired and took possession of the One Hundred Fifty-Three (153) acre parcel of land on October 6, 2025; *and*

WHEREAS, that a temporary operating agreement at no cost to the City, is necessary to allow the Golf Course to continue operations during the 120-day transitional period ending no later than January 31, 2026; *and*

WHEREAS, under this agreement, the Lebanon Area Community Golf Course will be responsible for all routine operations, including course admissions, payroll, accounts payable, and grounds maintenance; *and*

WHEREAS, all revenues generated during the agreement period will be retained by the operator to offset current expenses, and the City will assume responsibility for necessary facility and irrigation repairs; *and*

WHEREAS, that City Staff recommends approving a Temporary Operating Agreement with Lebanon Area Community Golf Course to continue current operations.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LEBANON, LACLEDE COUNTY, MISSOURI, AS FOLLOWS:

SECTION 1: That the City Council of the City of Lebanon, Laclede County, Missouri, hereby authorizes and directs the Mayor to enter into and execute a Temporary Operating Agreement with Lebanon Area Community Golf Course. Said Agreement is hereby attached and incorporated herewithin as marked "*Exhibit A.*"

SECTION 2: That this Ordinance shall be in full force and effect from and after the date of its passage and approval.

Passed and approved by the City Council of the City of Lebanon, Laclede County, Missouri, on this 14th day of October 2025.

(Seal)

Mayor Jared Carr

Attest:

City Clerk Lacey Brackett

1st Reading: _____
2nd Reading: _____

TEMPORARY OPERATING AGREEMENT

This Agreement made and entered into by and between the **City of Lebanon, Missouri, a Municipal Corporation**, hereinafter referred to as the "First Party" and the **Lebanon Area Community Golf Course, a Missouri Nonprofit Corporation**, hereinafter referred to as the "Second Party", and **WITNESSETH:**

Whereas, the First Party as of October 6, 2025, became the owner of property and improvements constituting an eighteen (18) hole golf course located at 16744 Missouri Highway 64, in Lebanon, Laclede County, Missouri, hereinafter referred to as "golf course".

Whereas, the Second Party is the former owner and operator of this golf course and improvements.

Whereas, the parties desire to enter into a temporary agreement for the Second Party to continue to operate the golf course and improvements for the temporary term of October 6, 2025 until January 31, 2026.

NOW THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledge by the parties, the parties agree as follows:

1. *Term of Operation*. The Second Party agrees at the request of the First Party, to continue to operate the golf course and improvements thereon located at 16744 Missouri Highway 64, in Lebanon, Missouri from October 6, 2025 until January 31, 2026. First Party shall on February 1, 2026, take over and assume all operations of the golf course and improvements.

2. *Expenses and Income*. The Second Party shall pay for and cover any and all routine expenses for the operation of the golf course and improvements from October 6, 2025 until January 31, 2026. First Party shall cover any and all extraordinary or unanticipated expenses for operation of the golf course and improvements as from October 6, 2025 until January 31, 2026. First Party shall as of February 1, 2026 be solely responsible for any and all

expenses for the golf course and improvements. Second Party shall retain any and all net income from its operation of the golf course and improvements during the term of this agreement as and for consideration for this agreement.

3. Notice. A notice or communication under this agreement by either party to the other shall be sufficiently given if sent by registered or certified mail, postage prepaid, return receipt requested, or sent via email (confirmation of receipt requested).

4. Binding Effect. That this agreement shall be binding upon the parties hereto and upon their heirs, representatives, successors, and assigns, and shall be subject to enforcement by either party by specific performance.

IN WITNESS WHEREOF, the parties hereto have executed this contract as of
October____, 2025.

FIRST PARTY

City of Lebanon, Missouri

City Clerk

By _____
Mayor

SECOND PARTY

Lebanon Area Community Golf Course,
A Missouri Nonprofit Corporation

Secretary

By _____
President

