NGF touts new tools, customer loyalty awards

By DEREK RICE

ORLANDO, Fla. — Seeking to help golf courses better understand both their current and potential customers, the National Golf Foundation (NGF) introduced its InfoNet service and handed out three Customer Loyalty and Satisfaction Program (CLASP) Awards at the PGA Merchandise Show held here.

The CLASP program is a method of evaluating facilities based solely on responses from their customers. By viewing the results, courses can tell what areas of their operations need improvement, which should, by extension, lead to more rounds played.

The NGF presented the new awards to facilities in three categories — premium daily-fee, a daily-fee and a municipal facility — based on consumer responses to NGF surveys.

The winner in the premium daily-fee category was Silverstone Golf Club in Las Vegas, which is operated by ChampionsGate, Fla.-based Meadowbrook Golf. The daily-fee winner was Lago Vista Golf Club in Lago Vista, Texas. The municipal award went to Painted Dunes Desert Golf Course in El Paso, Texas.

“An organization, we really embrace the CLASP program and could not be happier with the award,” said Cindi Feingold, public and media relations director for Meadowbrook Golf. “We are really proud of our properties and their efforts.”

More than 400 facilities participate in the CLASP program, which has generated more than 58,000 surveys in the system. The NGF’s InfoNet allows facilities to confidentially share and compare key financial and operations data with other local, regional and national operators.

NGF members can access the compiled information free, while non-NGF members may receive a free monthly report for participating or unlimited access for $149 a year.

Keyonix finds success with Ratcliffe Golf

GREENVILLE, S.C. — Keyonix LLC recently celebrated the six-month anniversary of its first multi-course installation. Keyonix Golf Services in Charlotte, N.C., implemented Keyonix’s Smart Key System of accountability for golf car use last summer.

The system is similar to that which has been used in the hotel industry for years. The Smart Key enables course owners and managers to regulate and account for all car use and revenue.

The Smart Key works with a golf car’s ignition system to allow the car to be used only by people who have paid to use it. The Smart Key also allows for a time limit, which prevents players from playing extra or unauthorized rounds.

Del Ratcliffe, president of Keyonix Golf Services, said the cost of the Smart Key system pales in comparison with revenue lost on unauthorized rounds.

“Keyonix has provided us with a reasonably priced accountability system that gives unprecedented control over our golf car operations,” Ratcliffe said. “This is the first system we have seen that firmly places the control of the fleet in the hands of the course manager.”

Bobbi LoVine, national sales manager for Keyonix, said the success of the Ratcliffe installation should lead to more multi-course installations in the future.

“We have always thought that our system was tailor-made for the multi-course operator,” LoVine said. “This system enables owners and operators to focus more on their business, rather than worrying about missing revenues.”

By DEREK RICE

Palmer names three CMS team initiatives

SCOTTSDALE, Ariz. — Troon Golf has created a company-wide initiative to attract and retain group golf business. This initiative, called Team Troon, includes a nationwide referral program designed to reward sales managers who keep business at Troon facilities. Troon will also team with its resort partners to offer special incentives for travel golf groups.

BRIEFS

INVESTORS COMPLETE NGF, AGC ACQUISITION

NEW YORK — The investment group led by Goldman Sachs and Starwood Capital Group completed its nearly $1 billion acquisition of National Golf Properties (NGP) and American Golf Corp. (AGC) last month. Holders of outstanding shares of NGP received $12 per share. The total compensation paid to shareholders was $160 million, with the remainder of the purchase price going to assumption of the two companies’ debt. The new owners plan to continue the merger of the two Santa Monica, Calif.-based companies into a privately held entity. As such, NGP shares are no longer trading.

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PALMER NAMES THREE CMS TEAM INITIATIVES

ORLANDO, Fla. — Arnold Palmer Golf Management recently named new general managers at three of its managed courses. Chip Herlihy will take over at Crofton, Md.-based Walden Golf Club, Donald Zauner at Hackettstown, N.J.-based Minebrook Golf Club, and Justin Lauer at Fenton, Mich.-based The Preserve Golf Club.

BCG NAMES REHANEK VP

CHICAGO — Billy Casper Golf (BCG) appointed William Rehanek Jr. regional vice president based in the company’s office here. In his new position, Rehanek will manage everything from agronomy to marketing and public relations at the 10 golf courses and driving range BCG operates in suburban Chicago.

GOLF COURSE NEWS
second document, "The New Co-
Worker Authorization and Ac-
knowledgment Form," employees
also agreed they would be bound by
provisions of AGC’s employment
handbook. This was where AGC
made its mistake since, although
the handbook contained a reference
to the binding arbitration process, it
also included two conflicting pas-
sages.

In one part of the handbook, AGC
stated it "reserves the right to at any
time change, delete, modify or add
to any of the provisions contained
in this handbook at its sole discre-
tion," with the exception of an
employee's employment-at-will status.

Dumais left AGC and subse-
quently filed discrimination charges
with the Equal Employment Op-
portunity Commission, as well as a
discrimination complaint in the New
Mexico U.S. District Court. AGC
responded by filing a motion to
compel arbitration, citing the pro-
visions in the paperwork Dumais
had signed. The District Court,
however, refused to grant AGC’s
motion and the company appealed
to the Tenth Circuit.

In affirming the lower court’s
ruling, the Tenth Circuit applied a
law of contracts under which any
ambiguities in documents are con-
strued against the party that drafted
the documents. This is a key prin-
cipal of law found in most (perhaps
all) states. In the opinion, the Tenth
Circuit wrote, "The alleged agree-
ment between AGC and appellee to
arbitrate their employment dis-
pute is illusory" because it allowed
one party the right to alter the
arbitration agreement’s existence
or its scope.

This case suggests that golf course
managers and their attorneys should
carefully review all employment
policies and documents to make
sure there are no conflicting provi-
sions. If there are, any conflict will
be interpreted against the side that
drafted the agreement. A binding
arbitration agreement, such as was
the subject of this lawsuit, can save
employer’s money, but courts will
enforce such agreements only when
they have been properly drafted.

In the second case, Arcenio Garcia,
a 61-year-old Hispanic, was employed
at the Pueblo Country Club in Pueblo,
Colo., as a grounds maintenance su-
pervisor. For more than four decades,
Garcia had worked at the club in a
number of different jobs. In 1998, as
part of an extensive upgrade of the
club, management sought a person to
fill a new position, golf course super-
intendent. This new position, which
required the employee to have knowl-
dge of modern turf management,
paid 40 percent more than what Garcia
was earning. Garcia did not apply for
the new position and the club offered
him a reduced position as repair/main-
tenance manager.

After the club hired a 41-year-old
white man to work as the superin-
tendent, Garcia filed a lawsuit in the
Colorado U.S. District Court, claim-
ing both age and race discrimina-
tion. The Court entered summary
judgment in favor of the club, hold-
ing that it created a new position and
that Garcia could not claim
discrimination since he had not ap-
plicated for this new position.

Garcia appealed and the Tenth
Circuit reversed the District Court,
sending the case back for a jury trial.
The appellate court ruled that a jury
had to determine whether Garcia’s
position had been eliminated and
whether the club had simply cre-
tated the new position as a way to
discriminate against Garcia.

The legal moral of this second
case is that golf course managers
should carefully document when-
ever new positions are created and
which old positions are eliminated.
It is important to draft clear job
descriptions that spell out the ex-
act differences and responsibili-
ties between old and new jobs. In
addition, existing employees
should be warned that their posi-
tion is going to be eliminated and
provided a specific opportunity to
apply for the new position. By so
doing, management may prevent
a potential discrimination lawsuit
from developing.