

FORSYTH COUNTY
BOARD OF COMMISSIONERS

**BRIEFING
DRAFT**

MEETING DATE: JANUARY 24, 2019

AGENDA ITEM NUMBER: 14

SUBJECT: RESOLUTION AUTHORIZING EXECUTION OF A LEASE AGREEMENT BETWEEN FORSYTH COUNTY AND FLEX TENNIS, LLC, FOR LEASE OF COUNTY-OWNED PROPERTY (PARKS AND RECREATION DEPARTMENT)

COUNTY MANAGER'S RECOMMENDATION OR COMMENTS:

SUMMARY OF INFORMATION:

ATTACHMENTS: YES NO

SIGNATURE: _____ DATE: _____
COUNTY MANAGER

**RESOLUTION AUTHORIZING EXECUTION OF A LEASE AGREEMENT
BETWEEN FORSYTH COUNTY AND FLEX TENNIS, LLC
FOR LEASE OF COUNTY-OWNED PROPERTY
(PARKS AND RECREATION DEPARTMENT)**

WHEREAS Forsyth County operates tennis courts, a pro shop, office, utility building, and associated personal property (collectively Tennis Facilities); and

WHEREAS Forsyth County has leased out its Tennis Facilities since Fiscal Year 2009; and

WHEREAS Forsyth County's experience has been that operating the Tennis Facilities are more cost effective under a lease arrangement; and

WHEREAS after soliciting Requests For Proposals, it was determined by the Parks and Recreation Department that Flex Tennis, LLC, is the best qualified party to lease the Tennis Facilities, and it is recommended by the Parks and Recreation Department that the Tennis Facilities, identified in the attached Lease Agreement, be leased to Flex Tennis, LLC for a term of five years, with a March 1 to November 30 lease period each year, and with an initial lease amount of \$350.00 per month in addition to 5% of gross income; and

WHEREAS the Department has determined that the Tanglewood Park Tennis Facilities will not be needed by Forsyth County for County purposes during the term of the proposed lease, except as provided and reserved in the Lease Agreement; and

WHEREAS Forsyth County provided 30 days' public notice by publication of its intent to authorize this lease of County-owned property as required by N.C.G.S. 160A-272; and

NOW, THEREFORE, BE IT RESOLVED, that the Forsyth County Board of Commissioners hereby determines that the Tanglewood Park Tennis Facilities will not be needed by Forsyth County for County purposes during the term of the proposed lease, except as provided and reserved in the Lease Agreement; and

BE IT FURTHER RESOLVED, that the Forsyth County Board of Commissioners hereby authorizes the Chairman or County Manager and Clerk to the Board to execute, on behalf of Forsyth County, the attached Lease Agreement between Forsyth County and Flex Tennis, LLC for the lease of Tanglewood Park Tennis Facilities for a term of five years beginning March 1, 2019, with an initial lease amount of \$350.00 per month in addition to 5 percent of gross income, as set forth in the Agreement, subject to a pre-audit certificate thereon by the County Chief Financial Officer, where applicable, and approval as to form and legality by the County Attorney.

Adopted this 24th day of January 2019.

LEASE AGREEMENT

NORTH CAROLINA

FORSYTH COUNTY

THIS AGREEMENT, made and entered into on December 3, 2018, by and between Forsyth County, North Carolina, hereinafter referred to as the "County," and Flex Tennis, LLC, hereinafter referred to as the "Lessee".

WITNESSETH

For the purpose and subject to the terms and conditions hereinafter set forth, the County does hereby lease unto the Lessee the following described property located at Tanglewood Park in Forsyth County, North Carolina:

The four (4) cushion tennis courts and six (6) clay tennis courts, the existing office and pro shop building, and the tennis utility building, and such personal property as set forth in Attachment A, attached hereto and incorporated herein by reference (hereinafter collectively) "Property".

1. **Term.** The term of this agreement shall commence on March 1, 2019, and shall expire on December 31, 2023, unless sooner terminated pursuant to this Agreement. This contract has the option to be renewed pending approval of appropriation budget for applicable fiscal year(s).
2. **Responsibilities.** Lessee, functioning as an independent contractor, shall have the exclusive right and obligation during the Term to operate tennis activities at Tanglewood Park. Lessee shall organize, direct and publicize Tanglewood Park's total tennis instructional program, hiring and paying additional staff as needed and resolving all disputes that may arise from the conduct of the program. Lessee shall offer tennis services including private lessons, clinics, camps, tennis tournaments, and new tennis programs at the Tanglewood Park tennis facilities. Lessee shall provide updated schedules of tournaments and events at Tanglewood Tennis Facility sites to the County's Parks & Recreation Department staff Lessee must have prior authorization by the Parks & Recreation Director or designated Parks & Recreation staff member to hold tournaments and special events in order to coordinate these tennis events with other Tanglewood Park events. Tanglewood Park events and operations will take precedence over Tennis Facility events.
3. **Sales.** Lessee shall, at its own expense, have the discretion but shall not be obligated to engage in the sale of tennis balls, other tennis-related merchandise, and tennis-related services on the Property and to retain all proceeds from such sales. Only if Lessee receives prior permits, licenses, and insurance coverage required by law, including those from the Forsyth County Health Department and ABC Board, Lessee may serve food, non-alcoholic beverages, beer, and wine. Alcohol consumption shall be limited to the pro shop building and deck. Proof of necessary certificates and licenses shall be provided to Parks and Recreation.
4. **Complex Management.**
 - a. Operational hours, schedules and courts rentals shall be mutually agreed upon by Lessee and the County with annual review of these elements. The Festival of Lights and other special events may have an impact on tennis hours and accessibility to the tennis courts. At a minimum, Lessee shall keep all tennis courts open for activity for the following hours:

During the period of March 1 through November 30:

Monday through Thursday	8:00 am to 8:00 pm
Friday & Saturday	8:00 am to 5:00 pm (extended hours for events)
Sunday	12:00 pm to 5:00 pm

These times would be adjusted due to weather conflicts (i.e. rain or inclement weather). As needed, Lessee may close the clay courts during weekday afternoons for watering or other maintenance. Minimum of hours of operation may be adjusted if agreed upon by the County and Lessee and approved by the Parks and Recreation Director.

The cushion courts shall be open year-round. Except during tournaments, at least one court shall be available for use by the public for non-league play for at least 1.5 hours per day. Lessee may not operate the Property while Tanglewood Park is closed. The County reserves the right to close Tanglewood Park for weather-related causes, special events, and other circumstances, but shall notify Lessee in advance of such closing, if possible.

The County acknowledges that operational hours will be adjusted during the months of November and March each year to reflect seasonal operations and weather conditions.

- b. All fees collected for court rentals, tennis lessons, camps, clinics, tournaments, leagues, and tennis season passes and other tennis related activities shall be retained by Lessee. Lessee shall submit a schedule of proposed fees no later than January 31 of each year.

Initially the fees shall be as follows:

Clay Courts	\$16 per court for 1.5 hours of play
Hard Courts	\$8 per court for 1.5 hours of play

Court fees may be adjusted by the Lessee and must be mutually agreed upon in writing between Lessee and the County.

- c. Lessee shall be responsible and available to staff the Property at all times at which it is operating and will establish all procedures for the professional operation of the Property.
- d. The County shall provide the supplies necessary to maintain the clay court (6) surfaces, in the County's discretion and as budgeted each fiscal year, including all court surface materials and supplies, court maintenance equipment, nets, and windscreens. The County shall resurface the cushion courts (4), as necessary and as budgeted each fiscal year. The schedule for resurfacing the cushion courts shall be a minimum of every 5-7 years dependent upon the condition of the cushion courts at that time. The County and Lessee shall work together on determining the optimum time period to conduct and schedule any re-surfacing work to be done upon the cushion courts. The County and Lessee will work together to ensure that the cushion court surface is maintained at the highest level. The County will annually purchase the clay surface materials for the purpose of any required daily maintenance, this material will be stored onsite at the Tennis facility. Annual clay court maintenance shall include top dressing which includes removing the old "dead" surfacing material and the replacement of approximately 1/8" of new clay surfacing materials will be the responsibility of the County. Court playing lines will be replaced as needed every two to four years or when broken or damaged and shall be the responsibility of the County. Annual court maintenance shall be completed no later than April 15th each year as conditions permit. Major long term court maintenance activities shall occur a minimum of every 10-12 years. Long term maintenance shall include a "lift" for each court which is the removal and

addition of approximately 1" of new clay surfacing material. The County shall also provide electrical and water utilities, perimeter mowing, and major repairs or maintenance of the Property. Items listed in Attachment A are available to Lessee for the duration of the contract. Repairs and replacements of such items, unless otherwise listed on Attachment A document, are the responsibility of the County as necessary, and as budgeted each fiscal year.

- e. Lessee shall provide the labor necessary to maintain the clay court surfaces, lines, nets, and windscreens at the Tanglewood Park Tennis Courts, and keep clean the cushion court surfaces regularly used and managed by Lessee. Lessee shall be responsible for leaf removal from courts and adjustment of irrigation heads. Lessee shall notify the County of necessary major repairs and maintenance required at the Property and managed by Lessee. Further, Lessee shall provide minor repairs and maintenance and custodial services, including the Pro Shop bathrooms, at the Property used and managed by Lessee. A major repair or maintenance shall be a repair or maintenance event that costs more than \$150.00 and that is not caused by the negligence of Lessee or its guests. The Property shall be kept clean and free of trash. Trash shall be deposited into a single 55-gallon can located near the Pro Shop. County will empty it daily.
- f. Lessee shall be responsible to ensure that the clay and cushion courts at the Property regularly used and managed by Lessee, are suitable and safe for play and shall prohibit play on any courts that are not safe for play. Lessee shall close any court that the Lessee determines unsafe for play.
- g. Employees of Lessee must not use the Property for any non-tennis-related activity, including but not limited to: child care, pet care, weddings, special event rentals, etc.
- h. The Tanglewood Park gate fee applies to all tennis participants. Tournament participants shall pay the gate fee one time per day unless otherwise arranged with the County in advance. The gate fee will not apply to Lessee's employees.
- i. County equipment shall be stored in and secured in the utility building when not in use. Repairs to motorized equipment left outside shall be the responsibility of Lessee. The Lessee agrees to keep the utility building in a neat and orderly condition.
- j. Lessee will make good faith efforts to run a variety of tennis programs for all ages and abilities at Tanglewood Park.
- k. Lessee's employees shall be supportive of the County and Tanglewood Park and uphold the good reputation of Tanglewood Park and Forsyth County.
- l. County will supply wind screens; however, no print or logos will be allowed to be painted on them. If Lessee desires to hang banners at the facility, each banner is subject to prior approval by the County. Once approved Lessee may purchase and hang such banners in approved location.
- m. County will provide a fire extinguisher to be stationed inside of the Pro Shop. The County will inspect this item on a monthly basis and perform all required maintenance and repair. All employees of the Lessee shall be trained in the proper operation of the fire extinguisher as required by the Forsyth County Risk Manager.
- n. County will provide weed control services for the property and apply calcium to bond moisture in clay if so required.
- o. During the 3 months lapse of operation, December through February, Lessee is responsible for cleaning and organizing Pro Shop, storing all equipment and banners in provided storage

building, and consolidating outdoor furniture under covered patio area. The County will winterize irrigation, remove windscreens and nets from clay courts, and perform annual preventative maintenance on supplied golf cart(s).

5. **Advertising.** If Lessee chooses to erect an outside sign (3' X 5') on the Property identifying Lessee as the operator of the Property and/or sponsors, the County must agree upon its content, appearance, and location before placement. The decision to erect a sign shall be at the discretion of the Lessee. Additional signage may be requested by the Lessee but must have prior approval by the County before placement.
6. **Parks & Recreation Regulations.** Lessee shall abide by and comply with all County regulations related to the operation and activities allowed within Tanglewood Park.
7. **Lease Fee.** In consideration of the Lease and such conditions set forth herein, Lessee shall pay the County in following agreed upon lease structure:

Year 1 (2019):	\$350 fixed plus 5% of gross income, up to \$850 per month
Years 2 – 3 (2020-2021):	\$450 fixed plus 5% of gross income, up to \$850 per month
Years 4 – 5 (2022-2023):	\$550 fixed plus 5% of gross income, up to \$850 per month

Such fixed fees shall be due on the first day of each calendar month during the Term; percentage of gross income will be invoiced quarterly. If rent payment is not postmarked or hand- delivered by the 15th day of the month, Lessee shall pay the County, an additional late charge equal to five percent (5%) of the overdue amount, plus any bank fees incurred for returned or dishonored checks. In addition, during the term of the Lease, Lessee shall provide the County quarterly and annual accounting of the sources and amounts of income generated by Lessee as a direct result of Lessee's use of the Property. In addition to the annual report, the Lessee shall also provide to the County a quarterly report of the total number of attendees to the Tennis facility and a breakdown of the attendees per tennis program. The Lessee shall provide the County with quarterly attendance numbers by the fifteenth day (15th day) the following four months: January, April, July, and October.

8. **Insurance.** The contractor shall procure and maintain the following insurance for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives or subcontractors.

A. **Commercial General Liability Insurance.** The Contractor shall maintain occurrence version commercial general liability insurance or equivalent form with a limit of not less than \$1,000,000 each occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less that two times the occurrence limit. Such insurance shall:

1. **Include the County, its officials, officers, and employees as insureds** with respect to performance of the Services. The coverage shall contain no special limitations on the scope of protection afforded to the above listed insureds.

******* List Certificate Holder and Additional Insured as follows:**

Forsyth County
It's Officials, Officers, and Employees
Attn: Teresa Everhart
201 N. Chestnut Street
Winston-Salem, NC 27101

Attn: Teresa Everhart

2. Be primary with respect to any insurance or self-insured retention programs covering the County, its officials, officers, and employees.

B. **Business Automobile Liability Insurance.** The Contractor shall maintain business automobile liability insurance or equivalent form with a limit of not less than \$1,000,000 each accident. Such insurance shall include coverage for owned, hired, and non-owned automobiles.

C. **Workers' Compensation and Employers' Liability Insurance.** The Contractor shall maintain workers' compensation insurance with North Carolina statutory limits and employers' liability insurance with limits of not less than \$500,000 each accident. All employees, owners, officers of the company shall not be excluded from Workers Compensation if they are going to be on Government Property during the contractual term.

D. **Other Insurance Requirements.** The Contractor shall:

1. Prior to commencement of services, furnish the County with properly executed certificates of insurance which shall clearly evidence all insurance required in this section and provide that such insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except on 30 days' prior written notice to the County.

2. Provide certified copies of endorsements and policies, if requested by the County, in lieu of or in addition to certificates of insurance.

3. Replace certificates, policies, and endorsements for any such insurance expiring prior to completion of the services.

4. Maintain such insurance from the time services commence until services are completed.

5. Place such insurance with insurers authorized to do business in North Carolina and having A. M. Best Company ratings of not less than A:VII. Any alternatives to this requirement shall require written approval of the County's Risk Manager.

E. The Contractor understands and acknowledges that these insurance coverage requirements are minimums and that they do not restrict or limit the hold harmless provisions of this agreement.

9. **Indemnification.** Lessee does hereby agree to indemnify, save harmless and defend the County, its officers, agents, and employees against all claims, actions, lawsuits, and demands made by anyone for any damages, loss, or injury of any kind which may arise out of the performance of this Agreement attributable to its negligence or wrongful acts. The County does hereby agree to indemnify, save harmless and defend Lessee and its employees against all claims, actions, lawsuits, and demands made by anyone for any damages, loss, or injury of any kind caused solely and exclusively by the negligence or intentional misconduct of the County or its employees. The obligation to defend shall include all costs related to defending such claim, including, but not limited to, reasonable attorney's fees.

10. **Release.** Lessee understands and acknowledges that the County's obligation to provide supplies or to perform major repairs or maintenance is dependent on funds being budgeted for such repairs or maintenance and the County retains the sole discretion to budget the necessary funds.

11. Termination.

- a. Lessee may terminate this Agreement without cause upon 120 days prior written notice to the County or upon 60 days prior written notice if the County breaches the and fails to cure such breach within 60 days.
- b. The County may terminate this Agreement upon 30 days prior written notice to Lessee of any breach set forth below if Lessee fails to cure such breach within 30 days:
 - i. The County has determined that the Property regularly used and managed by Lessee is in such disrepair or poor condition that they are unsuitable or unsafe for play or use; or
 - ii. Lessee has failed to or refused to repair, maintain, or present the Property regularly used and managed by Lessee in a clean and professional manner, as reasonably determined by the County; or
 - iii. Lessee has failed to or refused to staff and operate the Property regularly used and managed by Lessee according to the schedule established herein; or
 - iv. Lessee has otherwise breached this Agreement or violated a local state or federal law, unless termination is based on a provision below; or
 - v. Lessee fails to pay the Monthly Fee and such payment is more than fifteen (15) days past due.
- c. The County may terminate this agreement immediately upon the following circumstances:
 - i. An officer, manager, employee, or agent of Lessee on duty consumes alcohol or any other illegal controlled substance at a Tennis Site owned or operated by the County; or
 - ii. An owner, officer, or manager or agent of the Lessee is charged with a crime relating to the use or possession of an illegal-controlled substance or a violent crime; or
 - iii. An officer, manager, employee, or agent of Lessee allows or acquiesces in the use or possession of any other illegal controlled substance by any participant in a Lessee program or event; or
 - iv. Lessee fails to maintain the insurance required hereinabove.

12. **Repairs by Lessee.** Lessee accepts the Property in its present condition and as suited for the uses intended by Lessee. Lessee shall, throughout the initial term of this Lease, at its expense, maintain in good order and repair the Property. Lessee agrees to return the Property to the County at the expiration or prior termination of this Lease, in as good condition and repair as when first received, natural wear and tear. Lessee, Lessee's employees, agents, contractors, or subcontractors shall take no action which may void any manufacturers or installers warranty with relation to the Property. Lessee shall indemnify and hold the County harmless from any liability, claim, demand or cause of action arising on account of Lessee's breach of the provisions of this paragraph.

13. **Alterations.** Lessee shall not make any alterations, additions, or improvements to the Property without The County's prior written consent. Lessee shall promptly remove any alterations, additions, or improvements constructed in violation of this Paragraph upon The County's written request. All approved alterations, additions, and improvements will be accomplished in a good and workmanlike

manner, in conformity with all applicable laws and regulations, and by a contractor approved by The County, free of any liens or encumbrances. The County may require Lessee to remove any alterations, additions, or improvements (whether or not made with the County's consent) at the termination of the Lease and to restore the Property to its prior condition, all at Lessee's expense. All alterations, additions and improvements which the County has not required Lessee to remove shall become the County's property and shall be surrendered to the County upon the termination of this Lease, except that Lessee may remove any of Lessee's machinery or equipment which can be removed without material damage to the Property. Lessee shall repair, at Lessee's expense, any damage to the Property caused by the removal of any such machinery or equipment.

14. **Removal of Fixtures.** Lessee may, if not in default hereunder, prior to the expiration of this Lease, or any extension or renewal thereof, remove all fixtures and equipment which it has placed in the Property, provided Lessee repairs all damage to the Property caused by such removal.
15. **Destruction of or Damage of Property.** If the Property is totally destroyed by storm, fire, lightning, earthquake, or other casualty, this lease shall terminate as of the date of such destruction and rental shall be accounted for as between the County and Lessee as of that date. If the premises are damaged but not wholly destroyed by any such casualties, rental shall abate in such proportion as effective use of the Property has been affected and the County shall restore Property to substantially the same condition as before damage as speedily as is practicable, whereupon full rental shall recommence. Lessee is responsible for insuring its personal property stored on the Property, and the County shall not be responsible for any damage or loss to Lessee's property.
16. **Holding Over.** If Lessee remains in possession of the Property after expiration of the term hereof, with the County's acquiescence and without any express agreement of the parties, Lessee shall be a Lessee at will at the rental rate which is in effect at end of this Lease and there shall be no renewal of this Lease by operation of law. If Lessee remains in possession of the Property after expiration of the term hereof without the County's acquiescence, Lessee shall be a Lessee at sufferance and commencing on the fraction thereof during which Lessee so remains in possession of the premises, be twice the monthly rental otherwise payable under Paragraph 7 above.
17. **Miscellaneous.** Lessee shall not be treated as an employee of the County with respect to the service performed hereunder for federal or state tax, unemployment or worker's compensation purposes. Lessee understands that neither federal, nor state, nor payroll tax of any kind shall be withheld or paid by the County on behalf of Lessee or the employees of Lessee. Lessee further understands and agrees that Lessee is fully responsible for the payment of any and all taxes arising from the payment of monies under this Agreement.

Lessee shall not be treated as an employee of the County with respect to the services performed hereunder for purposes of eligibility for, or participation in, any employee pension, health, or other fringe benefit plan of the County.

The County shall not be liable to Lessee for any expenses paid or incurred by Lessee unless otherwise agreed in writing.

Lessee shall supply, at its -sole expense, all equipment, tools, materials, and/or supplies required to provide contracted services unless otherwise agreed in writing

Lessee has no authority to enter into contracts or agreements on behalf of the County.

Lessee declares that it has complied with all federal, state, and local laws regarding business permits, certificates, and licenses that may be required to carry out the services to be performed under the Agreement.

Lessee and its subcontractors shall comply with Article 2 of Chapter 64 of the North Carolina General Statutes relating to the required use of the federal E-Verify program to verify the work authorization of newly hired employees. Failure of the Lessee to comply with this provision or failure of its subcontractors to comply could render this contract void under North Carolina law. It is the expectation of Forsyth County that the Lessee will comply, and the Lessee agrees to comply, with all applicable federal immigration laws in its hiring and contracting practices relating to the services covered by this contract involving County funds, as outlined in the Resolution adopted by the Forsyth County Board of Commissioners at its regular meeting on October 23, 2006.

18. **Standard of Behavior.** Where this Agreement gives either party the discretion to act, it is assumed that each party is acting in good faith and in a reasonable manner.
19. **No Assignment.** Neither this Agreement nor any of the rights, interest or obligations under the Agreement shall be transferred, assigned, or subleased by Lessee.
20. **Abandonment.** Lessee shall not abandon the Premises at any time during the Lease term. If Tenant shall abandon the Premises or be dispossessed by process of law, any personal property belonging to the Lessee and left on the Premises shall, at the option of the County, be deemed abandoned, and available to the County to use or sell to offset any rent due or any expenses incurred by removing same and restoring the Premises.
21. **Notices.** All notices required or permitted under this Lease shall be in writing and shall be personally delivered or sent by U.S. certified mail, return receipt requested, and postage prepaid. Notices to Lessee shall be delivered or sent to the following address:

Kevin Fleck
Flex Tennis, LLC
P.O. Box 5421
Winston-Salem, NC 27113

Notice to County shall be delivered or sent to the following address:

Mike Anderson, Director
Parks & Recreation Department
Forsyth County Government Center
201 North Chestnut Street,
Winston-Salem, NC 27101

All notices shall be effective upon delivery. Any party may change its notice address upon written notice to the other parties, given as provided herein.

22. **Entire Agreement.** This Lease contains the entire agreement of the parties hereto, and no representations, inducements, promises, or agreements, oral or otherwise, between the parties, not embodied herein shall be of any force or effect. This Lease may not be modified except in writing signed by the parties hereto.

23. **Governing – Law.** This Agreement is governed by the laws of North Carolina, except that provisions relating to conflict of laws shall not apply.

IN WITNESS WHEREOF, the County and the Lessee have set their hands and seals as of the day and year first above written.

FORSYTH COUNTY, NORTH CAROLINA

By: _____
J. Dudley Watts, Jr.
Forsyth County Manager

ATTEST:

Clerk to the Board

(SEAL)

Flex Tennis, LLC

By: _____
Kevin Fleck
Flex Tennis, LLC

Attachment A

Equipment available to Lessee provided in “as-is” condition

Repairs and replacements of listed items are the responsibility of the County as necessary, and as budgeted each fiscal year

1. Office furniture in Pro Shop
2. Small Storage Shed next to cushioned courts
3. Large storage shed by clay courts
4. Internet Access
5. Telephone Service
6. 10 Court Benches
7. 1 German mat
8. 2 Aussie mats
9. 2 Hand pull brooms
10. 2 Cart pull brooms
11. 1 Heavy broom
12. 2 Court liners
13. 1 Backpack blower
14. 1 Push Blower
15. 1 Pressure washer
16. 1 Golf Cart with utility bed
17. 2 shopping carts

Items for use by Lessee not available for replacement or repair

1. Refrigerator
2. 1 Vacuum cleaner
3. 1 Ball Machine
4. 1 Stringing Machine
5. 1 – four foot riding Har Tru Roller
6. 1 Spreader for Har Tru surfacing material