

TAB 7

PALMETTO POLICE DEPARTMENT

Point Paper

PROBLEM:

The Palmetto Police Department utilizes the services of wrecker companies to tow and store vehicles in a number of scenarios. These scenarios include, but may not be limited to, impounding for the purposes of forfeiture, impounding for the purposes of evidence gathering, impoundment for investigative purposes, and towing for public safety reasons. In the past, the Palmetto Police Department, and consequently the City of Palmetto, has been subjected to towing and storage fees in excess of \$500.00 in a single incident. The frequency of such occurrences varies and is not predictable; however matters of this sort may have a severe negative impact on the Palmetto Police Department and City of Palmetto budget.

It is also a fact that other City of Palmetto departments have vehicles which must be towed for various reasons, including mechanical breakdown and collision related damages. Again, there is no method by which the frequency of such need may arise.

BACKGROUND:

The City of Palmetto, at the request of the Palmetto Police Department, let a proposal for towing services, in which specific rates were identified, the most significant of which, includes a flat fee of \$40.00 for towing vehicles for the Palmetto Police Department and the City of Palmetto due to criminal evidence requirement, impounding or mechanical breakdown from anywhere within the City Limits of Palmetto. Other agreed upon fees include a \$35.00 service call fee when towing is not required, a winching fee of \$40.00 and a mileage fee of \$2.50 per mile for all services provided outside the limits of the City of Palmetto. In addition, there is no charge for storage for the first 30 days after impound, if the impound is maintained at a location not owned by the City of Palmetto.

All wrecker companies on the Palmetto Police Department Wrecker Rotation List were provided the opportunity to enter into this agreement. Only Norm's Wrecker Services chose to enter into this agreement.

ALTERNATIVES:

1. Approve the agreement as proposed, which provides that Norm's Wrecker Service will tow and store vehicles as specified in the agreement for towing services.
2. Disapprove the agreement and continue to use the current rotation wrecker list.

RECOMMENDATIONS:

Approve the agreement as proposed, which provides that Norm's Wrecker Service will tow and store vehicles as specified in the agreement for towing services.

BUDGET IMPACT:

Approval will have a positive impact on the budget, as the cost of towing and impound will be significantly reduced.

AGREEMENT FOR TOWING SERVICES

THIS AGREEMENT, is made and entered into at Palmetto, Florida, as of the date last set forth below, by and between the CITY OF PALMETTO, a municipal corporation of the State of Florida, hereinafter referred to as "CITY", and NORM'S TOWING (hereinafter "CONTRACTOR"), whose primary place of business is located at 1855 103RD AVE E BRADENTON FL 34203

WITNESSETH:

WHEREAS, the CITY is in need of wrecker and towing services in connection with crime scene vehicles, seized vehicles, City owned vehicles with mechanical breakdown, service calls, (flat tires, jump starts, etc.), winching (stuck vehicles) and daily storage of vehicles; and

WHEREAS, the CITY desires to engage the CONTRACTOR to perform such wrecker and towing services; and

WHEREAS, CONTRACTOR desires to provide such professional services in accordance with this Agreement.

WHEREAS, the CITY has established a budget and provided for the purchase of such services; and

WHEREAS, CONTRACTOR was one of at least three parties to submit a proposal in response to a Request for Proposals issued by the City; and

WHEREAS, CONTRACTOR was ultimately selected to perform such services for the City; and

NOW, THEREFORE, in consideration of the premises and the mutual benefits which will accrue to the parties hereto in carrying out the terms of this Agreement, it is mutually understood and agreed as follows:

1. For the towing of crime scene vehicles, seized vehicles and City owned vehicles with mechanical breakdown, the cost to respond and tow from all location within the Palmetto city limits to a designated storage facility within the city limits shall be \$40.00 for the first five (5) miles. A charge of \$2.50 per mile will be added for each mile after the initial five (5) miles.

2. Storage of crime scene vehicles, seized vehicles and CITY owned vehicles with mechanical breakdown shall be free of charge for the first 30 days. After 30 days, a rate of \$5.00 per day shall apply regardless of whether vehicles are stored indoors, under cover or outside.

3. There will be a \$35.00 service fee for any type of service call within the city limits that does not require the towing of a crime scene vehicle, seized vehicle and CITY owned vehicle with mechanical breakdown - - such as calls related to flat tires, jump starts, etc.

4. There will be a winching service fee of \$40.00 for services provided within the city limits.

5. There will be a mileage fee of \$2.50 per mile for all services provided outside of the city limits.

6. Oversized vehicles will be towed at the rate of \$100.00 for the first 5 miles. A \$2.50 per mile charge will be added after the initial 5 miles. For purposes of this Agreement "oversized vehicles" shall mean those vehicles having tandem or dual wheels, more than 4 wheels, or a gross weight of more than 7,500 pounds. Buses with air brakes and tractor trailers are not included in the definition of "oversized vehicles".

7. The CITY shall not be liable for any loss, injury, death or damage to persons or property, which at any time may be suffered or sustained by any person whatsoever arising from the negligent, reckless or intentionally wrongful conduct, performance or omission by CONTRACTOR, its employees or agents related to the performance of work under this Agreement. CONTRACTOR shall indemnify and hold harmless the CITY, its agents and employees against all claims, liabilities, loss, injury, death or damage whatsoever, including but not limited to attorney fees, on account or arising from the negligent, reckless or intentionally wrongful conduct, performance or omission by CONTRACTOR, its employees or agents related to the performance of the work under this Agreement.

8. Either party may terminate this Agreement upon providing the other party with 30 days prior written notice of such termination.

9. This Agreement commences on July 22, 2008, 2008 and shall terminate on July 21, 2010, 2009 unless renewed by mutual written agreement of the parties.

Both parties indicate their approval of this Agreement by their signatures below and each party warrants that all corporate or governmental action necessary to bind the parties to the terms of this Agreement has been taken.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year last signed below.

WITNESSES:

[Signature]

Print name DIANE JENKINS

[Signature]

Print name JENNIFER W. WEDKE

NORM'S TOWING, INC.

By: NORMAN L. BUSH III

Name: [Signature]

Title: president

Date: 4/17/08

ATTEST: JAMES FREEMAN
City Clerk

CITY OF PALMETTO, FLORIDA, BY
AND THROUGH THE CITY
COMMISSION OF THE CITY OF
PALMETTO

By: _____
City Clerk/ Deputy Clerk

By: _____
Lawrence E. Bustle, Mayor

Date: _____

DRAFT

Request for Taxpayer Identification Number and Certification

Give this form to
the requester. Do
NOT send to IRS.

Please print or type	Name (If joint names, list first and circle the name of the person or entity whose number you enter in Part I below. See instructions on page 2 if your name has changed.) NORMAN L. BUSHT AUTO SALES & SERVICE INC	
	Business name (Sole proprietors see instructions on page 2.) NORM'S TOWING	
	Address (number and street) 1855 63RD AVE E	List account number(s) here (optional)
City, state, and ZIP code BRADENTON FL 34203		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). For sole proprietors, see the instructions on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see How To Obtain a TIN, below.

Note: If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.

Social security number	OR	Employer identification number
+ +		59+181211948

Part II For Payees Exempt From Backup Withholding (See instructions on page 2)

EXEMPT

Requester's name and address (optional)

Certification.—Under penalties of perjury, I certify that:

- (1) The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- (2) I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding.

Certification Instructions.—You must cross out item (2) above if you have been notified by the IRS that you are currently subject to backup withholding because of underreporting interest or dividends on your tax return. For real estate transactions, item (2) does not apply. For mortgage interest paid, the acquisition or abandonment of secured property, contributions to an individual retirement arrangement (IRA), and generally payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (Also see Signing the Certification on page 2.)

Please Sign Here

Signature ▶ Date ▶ **4/17/08**

(Section references are to the Internal Revenue Code.)

Purpose of Form.—A person who is required to file an information return with the IRS must obtain your correct TIN to report income paid to you, real estate transactions, mortgage interest you paid, the acquisition or abandonment of secured property, or contributions you made to an IRA. Use Form W-9 to furnish your correct TIN to the requester (the person asking you to furnish your TIN) and, when applicable, (1) to certify that the TIN you are furnishing is correct (or that you are waiting for a number to be issued), (2) to certify that you are not subject to backup withholding, and (3) to claim exemption from backup withholding if you are an exempt payee. Furnishing your correct TIN and making the appropriate certifications will prevent certain payments from being subject to backup withholding.

Note: If a requester gives you a form other than a W-9 to request your TIN, you must use the requester's form.

How To Obtain a TIN.—If you do not have a TIN, apply for one immediately. To apply, get Form SS-5, Application for a Social Security Number Card (for individuals), from your local office of the Social Security Administration, or Form SS-4, Application for Employer Identification Number (for businesses and all other entities), from your local IRS office.

To complete Form W-9 if you do not have a TIN, write "Applied for" in the space for the TIN in Part I, sign and date the form, and give it to the requester. Generally, you will then have

60 days to obtain a TIN and furnish it to the requester. If the requester does not receive your TIN within 60 days, backup withholding, if applicable, will begin and continue until you furnish your TIN to the requester. For reportable interest or dividend payments, the payer must exercise one of the following options concerning backup withholding during this 60-day period. Under option (1), a payer must backup withhold on any withdrawals you make from your account after 7 business days after the requester receives this form back from you. Under option (2), the payer must backup withhold on any reportable interest or dividend payments made to your account, regardless of whether you make any withdrawals. The backup withholding under option (2) must begin no later than 7 business days after the requester receives this form back. Under option (2), the payer is required to refund the amounts withheld if your certified TIN is received within the 60-day period and you were not subject to backup withholding during that period.

Note: Writing "Applied for" on the form means that you have already applied for a TIN OR that you intend to apply for one in the near future.

As soon as you receive your TIN, complete another Form W-9, include your TIN, sign and date the form, and give it to the requester.

What Is Backup Withholding?—Persons making certain payments to you are required to withhold and pay to the IRS 20% of such payments under certain conditions. This is called "backup withholding." Payments that could be subject to backup withholding include interest, dividends,

broker and barter exchange transactions, rents, royalties, nonemployee compensation, and certain payments from fishing boat operators, but do not include real estate transactions.

If you give the requester your correct TIN, make the appropriate certifications, and report all your taxable interest and dividends on your tax return, your payments will not be subject to backup withholding. Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester, or
2. The IRS notifies the requester that you furnished an incorrect TIN, or
3. You are notified by the IRS that you are subject to backup withholding because you failed to report all your interest and dividends on your tax return (for reportable interest and dividends only), or
4. You fail to certify to the requester that you are not subject to backup withholding under (3) above (for reportable interest and dividend accounts opened after 1983 only), or
5. You fail to certify your TIN. This applies only to reportable interest, dividend, broker, or barter exchange accounts opened after 1983, or broker accounts considered inactive in 1983.

Except as explained in (5) above, other reportable payments are subject to backup withholding only if (1) or (2) above applies. Certain payees and payments are exempt from backup withholding and information reporting. See Payees and Payments Exempt From

CITY OF BRADENTON, MANATEE COUNTY, FLORIDA
Local Business Tax Receipt 2007 THRU 2008

Issued Date : 8/2/2007
Receipt # : B-100756

In consideration of the sum of FORTY AND XX / 100 dollars,
paid to the City Clerk and Treasurer of the City of Bradenton, Florida, the company or individual at the address below has
fulfilled the requirements of the Local Business Tax due to engage in or manage the business or occupation of

AUTOMOTIVE

for the period commencing October 1st, and ending September 30th in said city.

Site Address: 1855 63RD AVE E.

AMOUNT
TOTAL: \$ 40.00

NORMS SERVICE
NORMS SERVICE
1855 63RD AVE E
BRADENTON, FL 34203




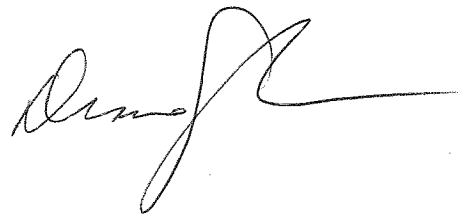
City Clerk and Treasurer

This receipt must be posted in a conspicuous place in your place of business. Holder must
also comply with all ordinances (Building, Zoning, Electrical, Plumbing, Fire, Housing, etc.)

NORM'S TOWING
1855 63RD AVE E
BRADENTON, FL 34203

I, NORMAN L. BUSH III, AS ACTING AGENT FOR NORM'S TOWING, HAS
READ AND AGREES WITH THE AGREEMENT FOR TOWING SERVICES.

NORMAN L. BUSH III

From: Antonella Hansen At: Chase Insurance Agency, Inc. FaxID: Chase Insurance Agen To: Dba Norms Tow & Hvy Duty Date: 4/17/2008 10:57 AM Page: 1 of 3

ACORD CERTIFICATE OF LIABILITY INSURANCE		OP ID AH NORMA-1	DATE (MM/DD/YYYY) 04/17/08
PRODUCER Chase Insurance Agency Inc P O Box 17497 Plantation FL 33318-7497 Phone: 954-792-4300 Fax: 954-791-9344		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW	
INSURED Norman I Bush Auto Sales & Srv DBA Norms Tow & Hvy Duty Towing & Norms Body Shop & Authorized Private Property Towing 1855 63rd Av East Bradenton FL 34203		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: State National Ins Co Inc	12831
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADDL	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	TIP001575	12/28/07	12/28/08	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 FIRE LEGA 100,000
A	X	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	TIP001575	12/28/07	12/28/08	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	X	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU- TORY LIMITS OTH- ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A		OTHER On Hook & Cargo	TIP001575	12/28/07	12/28/08	\$1000 Ded Varies

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Garagekeepers Legal Liability \$500,000 Subject to a \$500/2,500 Ded Comp & \$500 Ded Coll @ Loc #1- 1855 63 Ave East Bradenton, Fl. Additional insured in favor of the certificate holder with respects to work performed by the insured on their behalf. 10 day notice of cancellation applies to nonpayment

CERTIFICATE HOLDER

City of Palmetto
 516 8th Avenue W
 P.O. Box 1209
 Palmetto FL 34221

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
 AUTHORIZED REPRESENTATIVE
MIKE CHASE

From: Antonella Hansen At: Chase Insurance Agency, Inc. FaxID: Chase Insurance Agen To: Dba Norms Tow & Hvy DntyDate: 4/17/2008 10:57 AM Page: 2 of 3

VEHICLE SCHEDULE

Insured: Norman L Bush Auto Sales & Srv

Policy Term: 12/28/07 To 12/28/08

Vehicle Information

<u>YEAR</u>	<u>MAKE</u>	<u>MODEL</u>	<u>COMPREHENSIVE</u>	<u>COLLISION</u>	<u>ON HOOK & CARGO</u>	<u>VEHICLE I.D.</u>
1998	Dodge	Ram	N/A	N/A	\$ 50,000	1B7MC33D5WJ133574
1997	Int'l	4700	N/A	N/A	\$ 50,000	1HTSCABM4VH478486
1997	Int'l	4700	N/A	N/A	\$ 50,000	1HTSCAAM4VH478845
1989	Ford		N/A	N/A	\$100,000	1FDYA90X7KVA15503
1990	Peterbilt	Wrecker	N/A	N/A	\$100,000	1XP5D29X4LD285254
1999	Int'l	4700	N/A	N/A	\$ 50,000	1HTSCABM9XH576271
2000	Int'l	Wrecker	N/A	N/A	\$ 50,000	1HTSCAAL4YH245950
2004	Isuzu	Wrkr	N/A	N/A	\$100,000	JALF5C13547700632
1998	Int'l	Flatbed	N/A	N/A	\$ 50,000	1HTSCAAM7WH565110
1996	Peterbilt	Tractor	N/A	N/A	\$500,000	1XP5D69X3TN415171
1999	Landoll	Trailer	N/A	N/A	N/A	1LH660UH7X1A09762
2005	Int'l	Wrecker	1000	1000	\$100,000	1HTMMAAL85H685297
2004	Dodge	Ram 2500	1000	1000	N/A	3D7KU28D24G158802
2005	Fontaine	Trailer	1000	1000	N/A	4LFE5030553525263
1995	White	Tractor	N/A	N/A	\$500,000	4VIWDBJH0SN709789
2005	Int'l	Tractor	1000	1000	\$100,000	1HTWYSBT95J145953
2006	Honda	Van	1000	1000	N/A	5FNRL38646B405538

From: Antonella Hansen At: Chase Insurance Agency, Inc. FaxID: Chase Insurance Agen To: Dba Norms Tow & Hvy DutyDate: 4/17/2008 10:57 AM Page: 3 of 3

2001	Peterbilt	Tractor	1000	1000	\$500,000	1XP5DB9X51N523569
2005	Fontain	Trailer	1000	1000	N/A	4LFE5330153527898
2006	Int'l	Wrecker	1000	1000	\$100,000	1HTMKAAN36H243682
2007	Isuzu	Flatbed	1000	1000	\$100,000	4GTJ6F1337F700034
2002	Ford	PU	N/A	N/A	N/A	1FTRX17W42NB30873

ACORD CERTIFICATE OF LIABILITY INSURANCE		CERTIFICATE NO./DATE AC08-6300143-653694 04/17/2008 03:10 PM
PRODUCER Highpoint Risk Services LLC 14160 Dallas Parkway #500 Dallas, TX 75254 (800) 632-5096 (972) 715-0959 Fax: (972) 404-4450	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED: AMS I/c/E: NORMAN L. BUSH AUTO SALES 1855 63RD AVE. E. BRADENTON, FL 34203 (941) 756-2000 Fax: (941) 756-7695	INSURERS AFFORDING COVERAGE	
	INSURER A: Companion Property and Casualty Insurance Comp	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS																
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO. JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ FIRE DAMAGE (Any One Fire) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$																
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE UNIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$																
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$																
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$																
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC77779990601	04/01/2008	04/01/2009	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">X</td> <td style="font-size: x-small;">WC STATU-TORY LIMITS</td> <td style="font-size: x-small;">OTH-ER</td> <td></td> </tr> <tr> <td></td> <td>E.L. EACH ACCIDENT</td> <td></td> <td>\$ 1000000</td> </tr> <tr> <td></td> <td>E.L. DISEASE - EA EMPLOYEE</td> <td></td> <td>\$ 1000000</td> </tr> <tr> <td></td> <td>E.L. DISEASE - POLICY LIMIT</td> <td></td> <td>\$ 1000000</td> </tr> </table>	X	WC STATU-TORY LIMITS	OTH-ER			E.L. EACH ACCIDENT		\$ 1000000		E.L. DISEASE - EA EMPLOYEE		\$ 1000000		E.L. DISEASE - POLICY LIMIT		\$ 1000000
X	WC STATU-TORY LIMITS	OTH-ER																			
	E.L. EACH ACCIDENT		\$ 1000000																		
	E.L. DISEASE - EA EMPLOYEE		\$ 1000000																		
	E.L. DISEASE - POLICY LIMIT		\$ 1000000																		
	OTHER				LIMITS \$ LIMITS \$																

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

1. This certificate remains in effect, provided the client's account is in good standing with AMS. Coverage is not provided for any employee for which the client is not reporting wages to AMS. Applies to 100% of the employees of AMS leased to NORMAN L. BUSH AUTO SALES, effective 04/01/2008 2. Insured is afforded Workers Compensation & Employers liability as a co-employer under the policy for employees leased from AMS.

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

CITY OF PALMETTO BUILDING DEPT+
 516 8TH AVE W.
 PALMETTO, FL 34221

AUTHORIZED REPRESENTATIVE



**CERTIFICATE OF LIABILITY INSURANCE
EMPLOYEE ROSTER**

Certificate Number: AC08-6300143-653694

Attached roster includes employees paid through 04/13/2008. To verify employee's who may have been added since 04/13/2008, please call 1-800-728-0623.

* Please note employee roster for this client is updated on a WEEKLY basis.

Employee List:

BLOODGOOD, RICHARD C
BUSH, GAYLE B.
BUSH, GLENN
BUSH, III, NORMAN L.
CARUCCI, PETER M.
CARVAJAL, KENNETH
CLARK, DEBBIE B
CLARK, RICHARD A.
DAVIS JR., RODERICK
JENKINS, DIANE F.
LUEDKE, JENNIFER N.
McALPINE, KIP
MORRIS, KEVIN
SAVARD, KELI A.
SOWARD, TONY G.
VASSAR, KEVIN J.
WALLEY, NATHAN V.
WALLEY, RUSSELL N
WHALEN, ANDREW C.

CITY OF PALMETTO
516 8th Avenue W.
P.O. Box 1209
Palmetto, Florida 34220-1209
www.palmettofl.org

Phone (941) 723-4570
Fax (941) 723-4576

NEW VENDOR FORM

Name NORM'S TOWING Date 9/17/08
Address 1855 63RD AVE E Phone (941) 756-2000
City BRADENTON State FL Zip 34203 Fax (941) 755-6025
Federal Id # 59-1821948 OR Social Security # _____

PLEASE SUBMIT W-9 ALONG WITH THIS APPLICATION

Type of Organization: () Female Owned () Minority Owned () Disadvantaged Owner

Drug Free Workplace Program? Internet Address normtaw@aol.com

Contact Person for Responses and
Contracts NORMAN L. BUSH III

Equipment, Materials and/or Services Towing

I certify that the information supplied herein, including all pages attached, is correct and that neither the applicant nor any person (or concern) in any connection with the applicant as a principal or officer so far as known, is now debarred or otherwise declared ineligible to bid on materials, supplies or services for the City of Palmetto.

Name (print or type) NORMAN L. BUSH III Title PRESIDENT
Signature Norman L. Bush III Date 9/17/08

Please type or print in ink and attach any literature that might help us evaluate/classify your company. Completion of this form will place your firm on the vendor list for the items that you indicate. This list is used for request for quotes, bids and proposals for goods or services; however, the City does not guarantee the issuance of any or all solicitations as a result of a vendor's inclusion on the list. Notices are advertised in the Bradenton Herald and on our web site.

Pursuant to Section 119.071(5), Florida statutes, the City of Palmetto collects your social security number for the following purposes: classification of accounts, identification and verification, credit worthiness, billing and payments, data collection, reconciliation, tracking, benefit processing and tax reporting. Social security numbers are also used as a unique numeric identifier and may be used for search purposes.

CHANGE IN ADDRESS SHOULD BE REPORTED IMMEDIATELY TO PURCHASING TO AVOID POSSIBLE REMOVAL FROM OUR VENDOR LIST. THANK YOU.

CITY OF PALMETTO
516 8th Avenue W.
P.O. Box 1209
Palmetto, Florida 34220-1209
www.palmettofl.org

Phone (941) 723-4570
Fax (941) 723-4576

CONTRACTOR'S QUESTIONNAIRE

The Contractor warrants the truth and accuracy of all statements and answers herein contained. (Include additional sheets if necessary.)

Company Name: NORM'S TOWING

FLORIDA LICENSE # _____

Phone Number 941-756-2000 Fax Number 941-755-6025

Bidding as: _____ an individual; a partnership _____; a corporation ; a joint venture _____

1. If partnership: list names and addresses of partners; if a corporation: list names of officers, directors, shareholders, and state of incorporation; if joint venture: list names and address of venturers.

NORMAN H. BUSH III

2. How many years has your organization been in business as a licensed Contractor under your present name?

38 yrs

3. Have you ever been assessed liquidated damages under a contract during the past five (5) years? If so, state when, where (contact name, address, and phone number) and why.

NO

4. Have you ever failed to complete work awarded to you? If so, state when, where (contact name, address, and phone number) and why.

NO

5. Have you ever been debarred or prohibited from bidding on a governmental entity's construction project? If yes, name the entity and describe the circumstances below.

NO

6. Will you subcontract any part of this project? If so, describe which portion(s) below.

NO

Thank you

BIDDERS CERTIFICATION

STATE OF FLORIDA

COUNTY OF MANATEE

I, NORMAN L. BUSH III, of NORM'S TOWING (name of company),
proposing to furnish the following described materials, equipment, and/or services to the PALMETTO
COMMUNITY REDEVELOPMENT AGENCY (the "CITY") TOWING

HEREBY CERTIFIES THAT:

1. Bidder has thoroughly inspected the specifications or request for bid and understands the terms and conditions thereof and they are incorporated by reference in the bid or bid for said goods or services, and have verified measurements.
2. The bid or bid is firm and binding and shall be valid for not less than sixty (60) days from the date of bid opening. A longer time may be set out in the bid, the bid, or as negotiated between the Bidder and the City.
3. The bid is being made by a person authorized to bind the Bidder.
4. The bid is made without unlawful collusion between another Bidder or potential Bidder, or with any officer or employee of the City.
5. The bid is in full compliance with the Copeland Anti-kickback statute.
6. The bidder does not discriminate on the basis of race, color, national origin, sex, religion, age, or handicapped status in employment or in the provision of services.

Norman L. Bush III
Print Name: NORMAN L. BUSH III

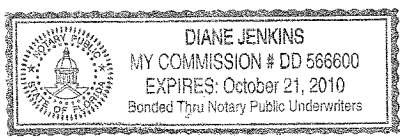
STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 17 day of April, 2008,
by NORMAN L. BUSH III, as PRESIDENT (title) of NORM'S
TOWING (name of company), on behalf of NORM'S TOWING (type of entity).

who is personally known to me,
 who produced _____ as identification, who did take an oath, and who
acknowledged before me that he executed the same freely and voluntarily for the purposes therein expressed.

(Notary Seal)

Diane Jenkins
Signature
DIANE JENKINS
Print Name
NOTARY PUBLIC-STATE OF _____
My Commission Expires: _____
Commission No. _____



NO LOBBYING AFFIDAVIT

STATE OF Florida
COUNTY OF MANATEE

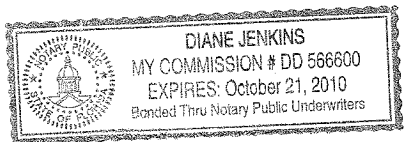
This, 17, of April, 2008 NORMAN L. BUSH III
being first duly sworn, deposes and says that he or she is the authorized representative of
NORM'S TOWING
(Name of the authorized contractor, firm or individual), maker of the attached request for bid released by
the City of Palmetto, and that the Bidder and any of its agents agrees to abide by the City of Palmetto's no
lobbying restrictions in regards to this solicitation.

Norman L. Bush III
Affiant

The foregoing instrument was acknowledged before me this 17 day of April, 2008,
by NORMAN L. BUSH III (name of person, officer, or agent, title of officer
or agent), of NORM'S TOWING (name of corporation or
partnership, a FLORIDA CORP. (state of incorporation or partnership, if applicable).

who is personally known to me,
 who produced _____ as identification, who did take an oath, and who
acknowledged before me that he executed the same freely and voluntarily for the purposes therein expressed.

(Notary Seal)



Diane Jenkins
Signature
DIANE JENKINS
Print Name

NOTARY PUBLIC-STATE OF _____
My Commission Expires: _____
Commission No. _____

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the Palmetto Community Redevelopment Agency (the "CITY") by:

NORMAN L. BUSH III PRESIDENT
(Print individual's name and title)

For: NORM'S TOWING
(Print name of entity submitting sworn statement)

Whose business address is: 1855 63RD AVE E BRADENTON FL 34203

And (if applicable) its Federal Employer Identification Number (FEIN) is: 59-1821948

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement _____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), FLORIDA STATUTES, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), FLORIDA STATUTES, means a finding of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), FLORIDA STATUTES, means:

- a. A predecessor or successor of a person convicted of a public entity crime; or
- b. an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one (1) person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arms length agreement, shall be a prima facie case that one (2) person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), FLORIDA STATUTES, means any natural person or entity organized under the laws of any state of the United States with the legal power to enter into a binding contract and which responds or applies to bid on contracts for the provision of goods or services let by a public entity or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement (indicate which statement applies).

Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one (1) or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted contractor list. (Attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICE FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Date: 4/17/08

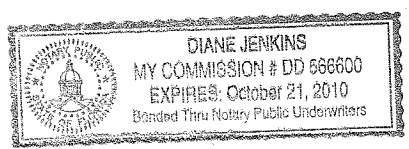
Norm L Bush III
Signature

STATE OF Florida
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 17 day of April, 2008 by NORMAN L. BUSH III, as PRESIDENT of NORM'S TOWING, on behalf of NORM'S TOWING.

who is personally known to me, or who produced _____ as identification, who did take an oath, and who acknowledged before me that he executed the same freely and voluntarily for the purposes therein expressed.

(Notary Seal)



Diane Jenkins
Signature

Diane Jenkins
Print Name

NOTARY PUBLIC-STATE OF _____
My Commission Expires: _____

Commission No. _____

DRUG FREE WORK PLACE CERTIFICATION

SWORN STATEMENT PURSUANT TO ORDINANCE NO. 505, AMENDING CHAPTER 2, SECTION 2-57, PALMETTO CODE OF ORDINANCES, ON DRUG FREE WORK PLACES.

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to the Palmetto Community Redevelopment Agency (the "CITY"), by:

NORMAN L. BUSH III
(Print individuals name and title)

For: NORM'S TOWING
(Print name of entity submitting sworn statement)

Whose business is: TOWING

and (if applicable) its Federal Employer Identification Number (FEIN) is 59-1821948. (If the entity has no FEIN, include the social security number of the individual signing this sworn statement: _____)

I understand that no person or entity shall be awarded or receive a CITY contract for public improvements, procurement of goods or services (including professional services) or a CITY lease, franchise, concession or management agreement, or shall receive a grant of CITY monies unless such person or entity has submitted a written certification to the CITY that it will provide a drug free work place by:

1. Providing a written statement to each employee notifying such employee that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance as defined by §893.02(4), Florida Statutes, as the same may be amended from time to time, in the person's or entity's work place is prohibited specifying the actions that will be taken against employees for violation of such prohibition. Such written statement shall inform employees about:
 - I. The dangers of drug abuse in the work place;
 - II. the person's or entity's policy of maintaining a drug free environment at all its work places, including, but not limited to, all locations where employees perform any task relating to any portion of such contract, business transaction or grant;
 - III. any available drug counseling, rehabilitation, and employee assistance programs; and
 - IV. the penalties that may be imposed upon employees for drug abuse violations.
2. Requiring the employee to sign a copy of such written statement to acknowledge his or her receipt of same and advise as to the specifics of such policy. Such person or entity shall retain the statements signed by its employees. Such person or entity shall also post, in a prominent place at all of its work places, a written statement of its policy containing the foregoing elements I through IV.
3. Notifying the employee in the statement required by subsection 1 that this is a condition of employment the employee will:
 - I. Abide by the terms of the statement; and

II. Notify the employer of any criminal drug statute conviction for a violation occurring in the work place no later than five (5) days after such a conviction.

4. Notifying the CITY within ten (10) days after receiving notice under subsection 3 from an employee or otherwise receiving actual notice of such conviction.
5. Imposing appropriate personnel action against such employee up to and including termination; or requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal,, state, or local health, law enforcement, or other appropriate agency.
6. Making a good faith effort to continue to maintain a drug free work place through implementation of sections 1 through 5 stated above.

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PALMETTO COMMUNITY REDEVELOPMENT AGENCY IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT ANY CONTRACT OR BUSINESS TRANSACTION SHALL PROVIDE FOR SUSPENSION OF PAYMENTS, OR TERMINATION, OR BOTH, IF THE CONTRACTING OFFICER OF THE PALMETTO CITY CLERK DETERMINES THAT:

1. Such person or entity has made false certification;
2. such person or entity violates such certification by failing to carry out the requirements of sections 1, 2, 3, 4, 5 or 6 or Ordinance No. 505, amending Chapter 2, Section 2-57, Palmetto Code of Ordinances, or
3. such a number of employees of such person or entity have been convicted of violations occurring in the work place as to indicate that such person or entity has failed to make a good faith effort to provide a drug free work place as required by Ordinance No. 505.

Norman L. Bush III
(Signature)

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 17 day of April, 2008, by NORMAN L. BUSH III, as president of NORM'S TOWING, on behalf of NORM'S TOWING.

who is personally known to me, or who produced _____ as identification, who did take an oath, and who acknowledged before me that he executed the same freely and voluntarily for the purposes therein expressed.

(Notary Seal)

Diane Jenkins
Signature
DIANE JENKINS

Print Name
NOTARY PUBLIC-STATE OF FLORIDA
My Commission Expires: _____
Commission No. _____

