

PUBLIC NOTICE

Notice is Hereby Given that the Tooele City Council & Tooele City Redevelopment Agency will meet in a Work Session, on Wednesday, May 2, 2018 at the hour of 5:00 p.m. The Meeting will be Held at the Tooele City Hall Large Conference Room Located at 90 North Main Street, Tooele, Utah.

1. Open City Council Meeting

2. Roll Call

3. Discussion:

- **Ordinance 2018-06 An Ordinance of Tooele City Repealing Tooele City Code Chapter 1-12 Regarding Public Official Bonds and Oaths
Presented by Roger Baker**
- **Odd Shaped Lots
Presented by Rachelle Custer & Steve Pruden Council Chairman**

4. Close Meeting

- **Litigation & Property Acquisition**

5. Adjourn

Michelle Y. Pitt
Tooele City Recorder/RDA Secretary

Pursuant to the Americans with Disabilities Act, Individuals Needing Special Accommodations Should Notify Michelle Y. Pitt, Tooele City Recorder, at 843-2110 or michellep@tooelecity.org, Prior to the Meeting.

TOOELE CITY CORPORATION

ORDINANCE 2018-06

AN ORDINANCE OF TOOELE CITY REPEALING TOOELE CITY CODE CHAPTER 1-12 REGARDING PUBLIC OFFICIAL BONDS AND OATHS.

WHEREAS, Utah Code §10-3-819 requires the elected officers of each municipality to obtain a surety bond to guarantee the faithful performance of their duties and to compensate the City should such duties not be faithfully performed; and,

WHEREAS, Utah Code §10-3-819 and §10-3-825 enable municipalities to enact their own ordinances with requirements for all other municipal officers to obtain a similar bond; and,

WHEREAS, Tooele City Code (TCC) §1-12-1 provides as follows: “All elective and appointive Officers of this Municipality shall before assuming the duties of office, file with the Recorder an official bond with corporate sureties . . .”; and,

WHEREAS, TCC §1-9-6 provides as follows: “The treasurer shall be included with the public employee blanket bond of the City . . .”; and,

WHEREAS, TCC §1-14-8 provides as follows: “The director of finance shall be included within public employee blanket bonds of the city . . .”; and,

WHEREAS, nothing in the Utah Code requires the treasurer or finance director of cities of the fourth class (Tooele City) to bond for the treasurer or finance director, though Utah Code §10-3-819 requires a city of the first or second class to bond for the treasurer; and,

WHEREAS, Utah Code §51-7-15 (part of the Utah Money Management Act) authorizes an alternative to bonding, in the form of crime of theft insurance; and,

WHEREAS, Rule 628(4) of the Utah Rules of Administrative Procedure provides as follows: “Fidelity Bond or Crime Insurance: Every public treasurer shall secure a fidelity bond or crime insurance . . . issued by . . . An insurer licensed to do business in the state of Utah and having a current A.M. Best Rating of ‘A’ or better . . .”; and,

WHEREAS, the City’s current insurance broker, Moreton & Company, indicates that most public entities have deleted bonding requires from local codes and have replaced bonding with commercial crime insurance policy coverage, and that although the TCC still requires bonding language, the City’s insurance policies function to replace the historic bonds, including for the treasurer and finance director, with the limits for the latter two being increased through separate policy endorsements; and,

WHEREAS, Utah Code §10-3-827 provides as follows: “All officers of any municipality, whether elected or appointed, before entering on the duties of their respective offices shall take, subscribe and file the constitutional oath of office”; and,

WHEREAS, TCC §1-12-1 requires all elected and appointed officials to take the constitutional oath of office (excerpts of referenced statutes, correspondence, and policies are attached hereto as Exhibit A); and,

WHEREAS, all TCC requirements for bonding and taking the oath of office are covered by newer Utah Code requirements to provide bonding or insurance and to take oaths of office, making the above-referenced TCC provisions obsolete and redundant; and,

WHEREAS, in light of the above and the attached, the City Administration recommends that TCC Chapter 1-12, §1-9-6, and §1-14-8 be repealed, finding that doing so will modernize and harmonize the TCC with Utah law and practice, as well as spare the City the expense of both fidelity bonds and crime insurance:

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF TOOELE CITY that

1. TCC Chapter 1-12, §1-9-6, and §1-14-8 are hereby repealed; and,
2. When bidding the City’s insurance for 2018-2019, the City Recorder is hereby instructed to not purchase separate treasurer and finance director bonds, but rather to purchase a general crime insurance policy with special endorsements and higher limits for the treasurer and finance director.

This Ordinance is necessary for the immediate preservation of the peace, health, safety, and welfare of Tooele City and its residents and businesses and shall become effective upon passage, without further publication, by authority of the Tooele City Charter.

IN WITNESS WHEREOF, this Ordinance is passed by the Tooele City Council this ____ day of _____, 2018.

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

ATTEST:

Michelle Y. Pitt, City Recorder

S E A L

Approved as to Form:

Roger Evans Baker, City Attorney

Exhibit A

Utah Code statutes
Tooele City Code statutes
Moreton & Company correspondence
Insurance Policy excerpts

10-3-819 Bonds required.

The elected officers of each municipality and the treasurer in cities of the first and second class before taking office shall execute a bond with good and sufficient sureties, payable to the municipality in such amounts as are herein provided, conditioned for the faithful performance of the duties of the respective officers and the payment of all money received by such officer according to law and the ordinances of the municipality. All other officers of any municipality may, by resolution or ordinance, be required to furnish a personal bond with good and sufficient sureties or corporate surety bond payable to the municipality in such penal sum as the resolution or ordinance may establish, conditioned for the faithful performance of the duties of their office and the payment of all money received by such officers according to law and the ordinances of the municipality, or such officers may be included within public employee blanket bonds at such amounts as may be determined by the governing body.

Amended by Chapter 92, 1987 General Session

10-3-825 Additional bonds.

The governing body of any municipality may at any time require further and additional bonds of any or all officers elected or appointed. All bonds given by the officers of any municipality, except as otherwise provided by law, shall be filed with the recorder, except that the bond of the recorder shall be filed with the treasurer.

Enacted by Chapter 48, 1977 General Session

CHAPTER 12. OFFICIAL BONDS AND OATHS

1-12-1. Official bonds and oaths.

1-12-2. Alternate bond.

1-12-3. Approval.

1-12-4. New bond.

1-12-5. Amount of bond.

1-12-1. Official bonds and oaths.

All elective and appointive Officers of this Municipality shall before assuming the duties of office, file with the Recorder an official bond with corporate sureties, and take the constitutional oath of office, except the bond of the Recorder shall be filed with the Treasurer. (Ord. 67-3, 08-14-67)

1-12-2. Alternate bond.

The use of a blanket honesty bond to cover all elected and appointed Officers and employees of Tooele City, except the Treasurer, may be employed by the Council as an alternate to Section 1-12-1 when they elect so to do. (Ord. 67-3, 08-14-67)

1-12-3. Approval.

Before any Officer except the Mayor, shall be entitled to assume the duties of his Office, his bond and the sureties thereon must be approved by the Mayor. The bond of the Mayor must be approved by the Council. (Ord. 67-3, 08-14-67)

1-12-4. New bond.

In case of the insolvency of any surety upon an official bond during the incumbency of the principal in said bond, the said principal shall immediately execute, deliver, and file a new bond and in the event of his failure to do so within ten (10) days after notice from the Mayor or from the Council of a demand for such new bond, his office shall be deemed to be vacant, and the proper appointing power may proceed to fill said vacancy in manner conformable to law and the Charter and provisions of this Code. (Ord. 67-3, 08-14-67)

1-12-5. Amount of bond.

The amount for which the respective officers and employees shall give bond as in this Chapter provided shall be fixed by the Council. (Ord. 67-3, 08-14-67)

CHAPTER 9. TREASURER

1-9-1. Appointment by mayor - removal.

1-9-2. Duties generally.

1-9-3. Duties with respect to issuance of checks.

1-9-4. Warrants - Order of payment.

1-9-5. Deposit of city funds - Commingling with personal funds unlawful - Suspension from office.

1-9-6. Bond.

1-9-1. Appointment by mayor - removal.

(1) The Mayor, with the consent of the City Council, shall appoint a qualified person to the office of treasurer.

(2) The Mayor, with the consent of the City Council, may remove the treasurer from appointed office, subject to the Tooele City Charter, with or without cause.

(Ord. 2015-23, 08-19-2015) (Ord. 1988-29, 12-07-1988)

1-9-2. Duties generally.

(1) The treasurer shall not assume the duties of the finance director.

(2) The treasurer shall:

(a) be custodian of all money, bonds, or other securities of the City;

(b) determine the cash requirements of the City and provide for the investment of all idle cash;

(c) ensure compliance with the State Money Management Act and other applicable laws, and to prepare the reports required by the Act; and,

(d) maintain and resolve any matters relating to bank, financial, or other short-term investment services including electronic service, on-line access, with primary concerns being to provide for account security from fraud or other unwarranted access..

(Ord. 2015-23, 08-19-2015) (Ord. 1988-29, 12-07-1988)

1-9-3. Duties with respect to issuance of checks.

The treasurer shall:

(1) ensure that a roster of authorized check signers is maintained and that all checks are signed and countersigned by authorized individuals;

(2) be authorized to sign all checks prepared by the finance director and/or the city recorder, but not the payroll office; and,

(3) ensure that a sufficient amount is on deposit in the appropriate bank accounts of the city to honor the warrants to be tendered by checks, including by receiving and reviewing any records relating to warrants.

(Ord. 2015-23, 08-19-2015) (Ord. 1988-29, 12-07-1988)

1-9-4. Warrants - Order of payment.

In the absence of appropriate monies, as set forth in Utah Code Annotated section 10-6-140, the treasurer shall pay all warrants in the order in which presented and as money becomes available for payment thereof in the appropriate funds of the city. The treasurer shall note upon the back of each warrant presented the date of presentation and the date of payment.

(Ord. 2015-23, 08-19-2015) (Ord. 1988-29, 12-07-1988)

1-9-5. Deposit of city funds - Commingling with personal funds unlawful - suspension from office.

The treasurer shall receive from the finance director all public funds and monies paid to the City and promptly deposit all city funds in the appropriate bank accounts of the city. It shall be unlawful for any person to commingle city funds with his or her own money. Whenever it shall appear that the treasurer or any other officer is making profit out of public money, or is using the same for any purpose not authorized by law, such treasurer or officer shall be suspended from office.

(Ord. 88-29, 12-07-88)

1-9-6. Bond.

The treasurer shall be included with the public employe blanket bond of the City at the sum of 5% of budgeted revenues for the previous year but not less than \$300,000.

(Ord. 2015-23, 08-19-2015)

for Utah Cities.

(Ord. 1988-29, 12-07-1988)

1-14-8. Bond.

The director of finance shall be included within public employee blanket bonds of the city at the sum of five percent of budgeted revenues for the previous year but not less than \$300,000.00.

(Ord. 1988-29, 12-07-1988)

1-14-9. Special assessments - application of proceeds.

All money received by the City on any special assessment shall be applied to the payment of the improvement for which the assessment was made. The money shall be used for the payment of interest and principal on bonds or other indebtedness issued in settlement thereof, and shall be used for no other purpose whatever, except as otherwise provided by law.

(Ord. 2015-23, 08-19-2015)

Effective 5/9/2017

51-7-15 Bonds of state treasurer and other public treasurers -- Reports to council.

- (1)
- (a) The state treasurer, county, **city**, and town **treasurers**, the clerk or treasurer of each school district, and other public treasurers that the council designates by rule **shall be bonded or may procure crime or theft insurance** as allowed in Section 17-16-11 in an amount of not less than that established by the council.
 - (b) The council shall base the minimum bond amount or crime or theft insurance as allowed in Section 17-16-11 on the amount of public funds normally in the treasurer's possession or control.
- (2)
- (a) When a public treasurer deposits or invests public funds as authorized by this chapter, the public treasurer and the public treasurer's bondsmen or insurers are not liable for any loss of public funds invested or deposited unless the loss is caused by the malfeasance of the public treasurer or a member of the public treasurer's staff.
 - (b) A public treasurer and the public treasurer's bondsmen or insurers are liable for a loss for any reason from deposits or investments not made in conformity with this chapter and the rules of the council.
- (3)
- (a) A public treasurer shall file a written report with the council on or before January 31 and July 31 of each year.
 - (b) The report shall contain:
 - (i) the information about the deposits and investments of that public treasurer during the preceding six months ending December 31 and June 30, respectively, that the council requires by rule; and
 - (ii) information detailing the nature and extent of interest rate contracts permitted by Subsection 51-7-17(3).
 - (c) A public treasurer shall make copies of the report available to the public at the public treasurer's office during normal business hours.

Amended by Chapter 338, 2017 General Session

17-16-11 Fidelity bonds and theft or crime insurance.

- (1) As used in this section, "county officials" means:
 - (a) the members of the county legislative body;
 - (b) the county executive;
 - (c) the county clerk;
 - (d) the county auditor;
 - (e) the county sheriff;
 - (f) the county attorney;
 - (g) in a county that is within a prosecution district, the district attorney;
 - (h) the county recorder;
 - (i) the county assessor;
 - (j) the county surveyor;
 - (k) each justice court judge and constable within the county;
 - (l) the county treasurer; and
 - (m) each deputy or assistant of those listed in Subsections (1)(a) through (l) for whom the county legislative body determines a general fidelity bond or theft or crime insurance should be acquired.
- (2)
 - (a) The legislative body of each county shall prescribe the amount of each general fidelity bond or of theft or crime insurance to be acquired for county officials, except the county treasurer, before the county officials, except the county treasurer, may discharge the duties of their respective offices.
 - (b) The State Money Management Council created in Section 51-7-16 shall prescribe the amount of a general fidelity bond or theft or crime insurance to be acquired for the county treasurer before the county treasurer may discharge the duties of that office.
 - (c) A county legislative body may acquire a fidelity bond or theft or crime insurance on all county officials as a group rather than individually.
- (3)
 - (a) The county legislative body shall approve the premium for each fidelity bond before the bond may be filed.
 - (b) The cost of each fidelity bond and theft or crime insurance policy shall be paid from county funds.
- (4) Each fidelity bond shall be filed and maintained in the office of the county clerk.
- (5)
 - (a) The district attorney of each multicounty prosecution district shall:
 - (i) execute a fidelity bond or acquire theft or crime insurance in the amount specified in the interlocal agreement that created the prosecution district; and
 - (ii) file each fidelity bond with the county clerk as specified in the interlocal agreement.
 - (b) The cost of each fidelity bond or theft or crime insurance policy under Subsection (5)(a) shall be paid as specified in the interlocal agreement that created the prosecution district.

Amended by Chapter 268, 2007 General Session

Roger Baker

From: Julie Sorensen <Julie@moreton.com>
Sent: Monday, April 16, 2018 3:58 PM
To: Roger Baker
Subject: Tooele City Crime Policy - Employee Dishonesty Coverage / \$100,000 Limit
Attachments: Attachment.pdf

Roger,

Further to our conversation regarding "bonds" and outdated bonding requirements. Most public entities have deleted bonding requirements from local codes for the positions we discussed. Old insurance terminology of Fidelity Bonds has been replaced with Commercial Crime; still covers employee fidelity and the employees are considered "bonded".

The new Commercial Crime coverage provides employee theft coverage which was traditionally known as employee fidelity bonding. The current Commercial Crime policy (see attached) includes coverage for employees as indicated and satisfies the state and any outdated city code bonding requirement. You will notice that the Commercial Crime policy includes employees, volunteers, leased employees, elected officials, etc

Since the State Money Management Act requires treasurers and Finance Directors coverage limits to track coverage amounts based upon City budgets, the limits required therein are generally higher than the base policy covering all other employees, so a separate policy or endorsement is added for those positions. Such is the case for Tooele; you have separate Treasurers and Finance Directors bonds with separate limits as required.

Let me know if you have any questions.

Kery



Kery Oldroyd, CPCU, ARM
Senior Vice President

101 South 200 East, Suite 300 | Salt Lake City, UT 84111
Direct: 801-715-7040 | Fax: 801-531-6117
CA License Number: OG38399
Email: koldroyd@moreton.com | www.moreton.com

Fred A. Moreton & Company dba Fred A. Moreton & Company Insurance Agency

2015
#1 Commercial Insurance
Broker of Utah
Utah Business Magazine



2015
#73 Largest Broker
of U.S. Business
Business Insurance Magazine



2015
#1 Broker with Most
Large-Group Employers
Employee Benefits Adviser



2015
Best Practices Agency
Independent Insurance Agents
& Brokers of America



Travelers Casualty and Surety Company of America
Hartford, Connecticut
(A Stock Insurance Company, herein called the Company)

ITEM 1	<p>NAMED INSURED:</p> <p>TOOELE CITY CORPORATION</p> <p>D/B/A:</p> <p>Principal Address: 90 SOUTH MAIN STREET ERDA, UT 84074</p>
ITEM 2	<p>POLICY PERIOD:</p> <p>Inception Date: March 1, 2018 Expiration Date: March 1, 2019 12:01 A.M. standard time both dates at the Principal Address stated in ITEM 1.</p>
ITEM 3	<p>ALL NOTICES OF CLAIM OR LOSS MUST BE SENT TO THE COMPANY BY EMAIL, FACSIMILE, OR MAIL AS SET FORTH BELOW:</p> <p>Email: BSIclaims@travelers.com Fax: (888) 460-6622</p> <p>Mail: Travelers Bond & Specialty Insurance Claim 385 Washington St. – Mail Code 9275-NB03F St Paul, MN 55102</p>
ITEM 4	<p>COVERAGE INCLUDED AS OF THE INCEPTION DATE IN ITEM 2:</p> <p>Crime</p>

ITEM 5	CRIME		
	Insuring Agreement	Single Loss Limit of Insurance	Single Loss Retention
A. Fidelity	1. Employee Theft 2. ERISA Fidelity 3. Employee Theft of Client Property	See Endorsement Not Covered Not Covered	
B. Forgery or Alteration		\$100,000	\$1,000
C. On Premises		\$100,000	\$1,000
D. In Transit		\$100,000	\$1,000
E. Money Orders and Counterfeit Money		\$100,000	\$1,000
F. Computer Crime	1. Computer Fraud 2. Computer Program and Electronic Data Restoration Expense	\$100,000 \$100,000	\$1,000 \$1,000
G. Funds Transfer Fraud		\$100,000	\$1,000
H. Personal Accounts Protection	1. Personal Accounts Forgery or Alteration 2. Identity Fraud Expense Reimbursement	Not Covered Not Covered	
I. Claim Expense		\$25,000	\$0

CRIME TERMS AND CONDITIONS**PLEASE READ ALL TERMS AND CONDITIONS CAREFULLY****CONSIDERATION CLAUSE**

IN CONSIDERATION of the payment of the premium stated in the Declarations, and subject to the Declarations and pursuant to all the terms, conditions, exclusions and limitations of this **Crime Policy**, the Company will pay the **Insured** for direct loss that the **Insured** sustains which is directly caused by a **Single Loss** taking place at any time and which is **Discovered** by the **Insured** during the **Policy Period** or during the Extended Period to Discover Loss pursuant to the terms set forth in Section V. CONDITIONS A. GENERAL CONDITIONS 3. Extended Period to Discover Loss.

I. INSURING AGREEMENTS

This **Crime Policy** provides coverage under each of the following Insuring Agreements. Notwithstanding the aforesaid, if ITEM 5 of the Declarations indicates that any Insuring Agreement is "Not Covered," then such Insuring Agreement and any other reference thereto is deemed to be deleted from this **Crime Policy**.

A. FIDELITY

1. Employee Theft

The Company will pay the **Insured** for the **Insured's** direct loss of, or direct loss from damage to, **Money, Securities** and **Other Property** directly caused by **Theft** or **Forgery** committed by an **Employee**, whether identified or not, acting alone or in collusion with other persons.

2. ERISA Fidelity

The Company will pay the **Insured** for direct loss of, or direct loss from damage to, **Money, Securities** and **Other Property** that belongs to an **Employee Benefit Plan**, directly caused by **Theft** or **Forgery** committed by a **Fiduciary**, whether identified or not, acting alone or in collusion with other persons.

3. Employee Theft of Client Property

The Company will pay the **Insured** for direct loss of, or direct loss from damage to, **Money, Securities** and **Other Property** sustained by the **Insured's Client**, directly caused by **Theft** or **Forgery** committed by an identified **Employee**.

B. FORGERY OR ALTERATION

The Company will:

1. pay the **Insured** for the **Insured's** direct loss directly caused by **Forgery** or alteration of, on or in any written **Covered Instruments** that are:

**GOVERNMENT ENTITY CRIME ENDORSEMENT EXCLUDING
COVERAGE FOR TREASURERS AND TAX COLLECTORS**

This endorsement modifies the following:

Crime

It is agreed that:

1. **ITEM 5.** of the **DECLARATIONS, Insuring Agreement A. Fidelity** is replaced with the following:

Insuring Agreement	Single Loss Limit of Insurance	Single Loss Retention
A. Fidelity		
1. Employee Theft – Per Loss Coverage	\$100,000	\$1,000
2. Employee Theft – Per Employee Coverage		

2. Section **I. INSURING AGREEMENTS, A. FIDELITY** is replaced with the following:

A. FIDELITY

1. Employee Theft – Per Loss Coverage

The Company will pay the **Insured** for the **Insured's** direct loss of, or direct loss from damage to, **Money, Securities** and **Other Property** directly caused by **Theft** or **Forgery** committed by an **Employee**, whether identified or not, acting alone or in collusion with other persons.

2. Employee Theft – Per Employee Coverage

The Company will pay the **Insured** for the **Insured's** direct loss of, or direct loss from damage to, **Money, Securities**, and **Other Property** directly caused by **Theft** or **Forgery** committed by each **Employee**, whether identified or not, acting alone or in collusion with other persons.

3. Section **II. GENERAL AGREEMENTS, A. JOINT INSURED**, 5. is replaced with the following:

5. Payment by the **Company** to the **First Named Insured** for loss sustained by any **Insured** fully releases the Company on account of such loss.

4. Section **III. DEFINITIONS** is amended as follows:

- A. Definition DD. **Insured** is replaced with the following:

DD. **Insured** means:

1. the **First Named Insured**,
2. any **Sponsored Plan**, or
3. any other entity listed in **ITEM 1.** of the Declarations.

Issuing Company: **Travelers Casualty and Surety Company of America**

Policy Number: **106880796**

CRI-7125 Ed. 01-09 Printed in U.S.A.

©2009 The Travelers Companies, Inc. All Rights Reserved

Page 1 of 3

GOVERNMENT ENTITY CRIME ENDORSEMENT – FAITHFUL PERFORMANCE OF DUTY

This endorsement modifies the following:

Crime

It is agreed that:

1. The following is added to Section **I. INSURING AGREEMENTS, A. Fidelity**, 1. Employee Theft-Per Loss Coverage and 2. Employee Theft-Per Employee Coverage:

Faithful Performance of Duty

The Company will pay the **Insured** for the **Insured's** direct loss of, or direct loss from damage to, **Money, Securities and Other Property** directly caused by the failure of any **Employee** to faithfully perform the **Employee's** duties as prescribed by law.

2. The limit of liability for Faithful Performance of Duty coverage is **\$100,000**, and such limit is part of, and not in addition to, the limit of liability for Insuring Agreement A.1., FIDELITY, Employee Theft-Per Loss Coverage, and Insuring Agreement A.2., FIDELITY, Employee Theft-Per Employee Coverage, respectively, if coverage is carried thereunder.
3. The following is added to Section **III. DEFINITIONS**:
Financial Institution Failure means the failure of any **Financial Institution** acting as a depository for property that the **Insured** owns or for which the **Insured** is legally liable.

4. The following is added to Section **IV. EXCLUSIONS**:

This **Crime Policy** will not apply to loss resulting directly or indirectly from **Financial Institution Failure**.

5. The following replaces paragraph 4.a. of section **V. CONDITIONS, D. CANCELLATION OR TERMINATION**:

4. This **Crime Policy** terminates as to any **Employee**

- a. as soon as the **Insured's** partner, any of the **Insured's Management Staff Members** or any **Employee** with managerial or supervisory responsibility not in collusion with the **Employee** becomes aware of any employment related act committed by the **Employee** that would constitute a loss under the terms of this **Crime Policy**, involving **Money, Securities or Other Property** in an amount in excess of \$10,000; or

6. The following replaces the INDEMNIFICATION provision as set forth in paragraph 6. of the Government Entity Crime Endorsement:

Indemnification

The Company will indemnify any of the **Insured's** officials who are required by law to give bonds for the faithful performance of their duties against loss through the failure of any **Employee** under the supervision of that official to faithfully perform such **Employee's** duties as prescribed by law, when such failure directly causes direct loss of, or direct loss from damage to, the **Insured's Money, Securities and Other Property**, subject to the applicable Limit of Insurance. The provisions of this Condition apply to Insuring Agreement A only.

Issuing Company: **Travelers Casualty and Surety Company of America**
Policy Number: **106880796**

10-3-827 Oaths.

All officers of any municipality, whether elected or appointed, before entering on the duties of their respective offices shall take, subscribe and file the constitutional oath of office.

Enacted by Chapter 48, 1977 General Session