

COMMISSIONERS JOURNAL NO. 47 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 27, 2005

THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY MET IN REGULAR SESSION ON THIS DATE WITH THE FOLLOWING MEMBERS PRESENT:

Present: Glenn A. Evans, Kristopher W. Jordan, James D. Ward

9:30 AM Public Hearing For Consideration Of Request To Vacate A 50 Foot Wide Area (0.218 Acre Tract) Between Lot 4186 And Lot 4187 Off North Lakehill Road In Concord Township

PUBLIC COMMENT

Delaware County Auditor, Todd Hanks, Comments on Franklin County’s Economic Incentive Funds and how it could affect Delaware County’s Sales Tax.

(For a complete record refer to the Official CD minutes).

RESOLUTION NO. 05-1683

IN THE MATTER OF APPROVING THE RESOLUTIONS AND RECORDS OF THE PROCEEDINGS FROM REGULAR MEETING HELD DECEMBER 22, 2005 AS CONTAINED IN THE COUNTY’S OFFICIAL ELECTRONIC RECORDINGS OF THE PROCEEDINGS:

It was moved by Mr. Ward, seconded by Mr. Evans to approve the resolutions and records of the proceedings from regular meeting held December 22, 2005 as contained in the county’s official electronic recordings of the proceedings.

Vote on Motion Mr. Evans Aye Mr. Jordan Aye Mr. Ward Aye

RESOLUTION NO. 05-1684

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR1223:

It was moved by Mr. Evans, seconded by Mr. Ward to approve payment of warrants in batch numbers CMAPR1223, and Purchase Orders and Vouchers as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account Number</u>	<u>Amount</u>
Vouchers			
Healthy Edge LLC	EAP Fee/Jan thru June 06	60211902-5301	\$ 12,523.50
Advantage Adoption & Foster Care	Residential Treatment	22511607-5342	\$ 6,180.00
House of New Hope Inc.	Residential Treatment	22511607-5342	\$ 5,206.57
Toddler INN	Day Care	22411610-5348	\$ 11,044.68
Memo Transfer Vouchers			
From	To		
Job and Family Services 22411601-5301	Family Children’s First 70161607-4501	TANF Program	\$ 11,337.68

Vote on Motion Mr. Jordan Aye Mr. Evans Aye Mr. Ward Aye

RESOLUTION NO. 05 -1685

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

It was moved by Mr. Ward, seconded by Mr. Evans to approve the following:

The Department of Job and Family Services is requesting that Kimberly Goelz attend a Therapeutic Crisis Intervention Training in Delaware, Ohio January 13, February 10 and March 3, 2006, at the cost of \$125.00.

The Environmental Services Department is requesting that Jack Smelker or Chad Antle attend a Legal Issues for Ohio Professional Engineers in Worthington, Ohio February 16, 2006, at the cost of \$239.00.

The Engineer’s Office is requesting that Chris Bauserman attend Various NACC and ARRA Conferences during 2006 at the cost of \$9,075.00.

Vote on Motion Mr. Ward Aye Mr. Jordan Aye Mr. Evans Aye

RESOLUTION NO. 05-1686

IN THE MATTER OF APPROVING A CONTRACT OF SALE AND PURCHASE BETWEEN THE DELAWARE

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COUNTY BOARD OF COMMISSIONERS AND DONALD A. POFF AND TRISHA A. POFF:

It was moved by Mr. Evans, seconded by Mr. Ward to approve the following contract:

**CONTRACT OF SALE AND PURCHASE
VACANT LAND/IMPROVEMENTS**

WITNESSETH: On this 27th day of December, 2005, Donald A. Poff and Trisha A. Poff, married individuals, whose address is _2604 Bean-Oller Road, Delaware, Ohio 43015, hereinafter, collectively the SELLER, in consideration of the mutual promises, agreements, and covenants herein contained and the Board of County Commissioners of Delaware County, Ohio, whose address is 101 North Sandusky Street, Delaware, Ohio 43015, hereinafter the PURCHASER, do hereby grant, remise, and sell the following described premises, hereinafter the PROPERTY, to the PURCHASER, to wit:

See Attached Exhibit A (Property Description)

By this reference, Exhibit A is incorporated herein and made a part hereof as if fully rewritten herein.

TERMS OF PURCHASE:

1. PURCHASER promises and agrees to pay to the SELLER the total sum of Seven Hundred Forty Eight Thousand One Hundred Forty Two Dollars and no cents (\$748,142) which total sum to be paid the SELLER pursuant to this CONTRACT shall be in exchange and constitute the entire compensation for all of the following:
 - (A) All title, rights, and interest in and to the PROPERTY; and,
 - (B) For damages to any residual lands of the SELLER; and,
 - (C) For SELLER's covenants herein; and,
 - (D) For expenses related to the relocation of the SELLER, their family, and business; and,
 - (E) For any supplemental instruments necessary for transfer of title.

It is understood and agreed that the SELLER is responsible for all delinquent taxes and assessments on the PROPERTY, including, but not limited to, penalties and interest and all other real estate taxes and assessments which are a lien on the PROPERTY on the date of closing. The current calendar year's taxes are to be prorated on an estimated basis to the date of acquisition of title or date of possession, whichever date is earlier. SELLER is also responsible for all future installments of special assessments levied and assessed against the PROPERTY, whether these special assessments have or have not been certified to the county auditor for collection, provided those installments are a lien on the PROPERTY at the date of transfer. The PURCHASER may hold in escrow a sufficient amount of the purchase money to satisfy the above items. Any balance remaining after taxes, assessments, etc. are discharged, shall be refunded to the SELLER and any deficiency shall be the responsibility of the SELLER.

2. Closing shall occur at a time and place agreed upon between the parties, but no later than ten days after notification of the SELLER by the PURCHASER that PURCHASER is ready to close. All title and interest in the PROPERTY shall transfer from the SELLER to the PURCHASER and closing shall occur on or before, but no later than January 27, 2005. This date by which transfer and closing must occur may be modified via a signed writing mutually agreed upon by all parties to this CONTRACT.
3. SELLER agrees to transfer, sell, and convey, upon the fulfillment of all the obligations and terms of this CONTRACT, by a good and sufficient deed of general warranty of title, with full release of dower, to said PURCHASER, its successors and assigns, the PROPERTY in fee simple, together with all the appurtenances and hereditaments thereunto belonging and improvements now located thereon and all fixtures of every nature now attached or used with said land and improvements.
4. SELLER further agrees to release to the PURCHASER, its heirs, successors and assigns, any and all abutters rights or easements, including access rights to and from the PROPERTY, what ever the nature of such access rights, including but not limited to, across, in, over, upon, and above, appurtenant to any remaining lands of the SELLER not sold, transferred, or conveyed to the PURCHASER pursuant to this CONTRACT of which the PROPERTY now forms a part. (This paragraph applies to limited access parcels only.)
5. SELLER further agrees to execute supplemental instruments necessary for the construction and maintenance over, across, and upon the PROPERTY, necessary for the road, street, and/or highway project for which the PROPERTY was acquired.
6. SELLER further agrees to transfer, sell, and convey the PROPERTY with release of dower and warranting the same free and clear from all liens and encumbrances whatsoever, excepting zoning restrictions and public utility easements of record.

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7. SELLER further agrees to assist wherever possible to procure, record, and deliver to the PURCHASER releases and cancellations of all interest in such title, including, but not limited to tenants, lessees or others now in possession, or in any manner occupying or having an interest in the PROPERTY, and all assessment claims against the PROPERTY.
8. Prior to acceptance by the PURCHASER, the execution of this CONTRACT by the SELLER shall constitute an offer to sell which shall continue for a period of twenty (20) days from the date of such execution. Upon acceptance of this CONTRACT by the PURCHASER within said period, it shall constitute a valid and binding CONTRACT of Sale and Purchase.
9. SELLER agrees that the PURCHASER may designate an escrow agent who shall act on behalf of both parties in connection with the consummation and closing of this CONTRACT.
10. SELLER also agrees that he will not destroy, change, alter, or damage the existing character of the PROPERTY. The SELLER understands and hereby assumes the risk of and any and all damage, change, or alteration that may occur to the PROPERTY between execution of this CONTRACT and the date the PURCHASER takes possession of the PROPERTY and hereby agrees to indemnify the PURCHASER for any and all such damage, change, or alteration that occurs.

In the event that any damage, change, alteration or destruction occurs to the PROPERTY resulting from any cause whatsoever, prior to the date possession is surrendered to the PURCHASER, the SELLER agrees to restore the PROPERTY to the condition it was in at the time of the execution of this CONTRACT by the SELLER, or to accept the purchase price consideration, hereinabove stated, less the cost of restoration. In the event the SELLER refuses to restore the PROPERTY to the condition it was in at the time of the execution of this CONTRACT by the SELLER or to accept the money consideration less the cost of such restoration as hereinabove stated, the PURCHASER may, at its option after discovery or notification of such destruction, change, alteration, damage, removal, or injury, terminate this CONTRACT by signed written notice to said SELLER. In addition to termination of the CONTRACT, PURCHASER hereby preserves and may exercise any and all legal options, actions, causes, or remedies that are or may be available to the PURCHASER. Nothing in this provision or this CONTRACT shall be interpreted to limit the PURCHASER from exercising any such available legal options, actions, causes, or remedies.

11. SELLER agrees and shall surrender physical possession and vacate the PROPERTY, including the land and all structures, no later than the 27th day of June, 2007. This date for the PURCHASER to take physical possession of the PROPERTY may be modified, but only to a set date, via a writing signed by all parties to this CONTRACT.
12. The PURCHASER agrees to permit the SELLER to continue occupying the PROPERTY until the date set by this CONTRACT for the PURCHASER to take physical possession of the PROPERTY. Until the date for the PURCHASER to take physical possession of the PROPERTY, the SELLER will not be charged any rent by the PURCHASER for the SELLER's continued use and occupation of the PROPERTY. Any occupation of the PROPERTY by the SELLER shall not exceed the date as set by this CONTRACT on which the PURCHASER takes physical possession of the PROPERTY. In the event the SELLER continues to occupy the PROPERTY beyond the date set for the PURCHASER to take physical possession of the PROPERTY, the PURCHASER may use any available legal means to evict the SELLER from the PROPERTY and may collect reasonable rent for the time the SELLER continues to occupy the PROPERTY. Nothing in this provision or this CONTRACT shall be interpreted to limit the PURCHASER from exercising any available legal options, actions, causes, or remedies to collect damages caused to the PURCHASER as a result of the SELLER's continued occupation of the PROPERTY.
13. During such time as the SELLER continues to occupy the PROPERTY, the SELLEER agrees to continually and at all times maintain the PROPERTY and agrees not to conduct or permit any illegal, improper or inappropriate activity to be conducted on the PROPERTY.
14. The SELLER also agrees that during such time as the SELLER continues to occupy the PROPERTY that the SELLER shall be responsible for all maintenance, upkeep and repairs necessary to keep the PROPERTY, including the land and all structures located thereon, in a condition equal to that at the time of execution of this CONTRACT. The SELLER further agrees to be responsible for any and all utility bills or any other fees associated with occupying the PROPERTY.
15. So long as the SELLER continues to occupy the PROPERTY, the SELLER agrees to continually maintain and pay the premium for property and casualty insurance on the PROPERTY. Such insurance shall be in an amount equal or greater than the amount required to replace the existing structures on the PROPERTY.

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- 16. Until such time as the SELLER completely vacates the PROPERTY, the SELLER agrees to indemnify, save and hold the PURCHASER, and all of its officers, employees, agents, servants, representatives, and volunteers free and harmless from any and all claims of liability, whatever the source or nature, related to the SELLER’s use and occupation of the PROPERTY and from any and all actions, claims, demands, judgments, damages, losses and expenses, including but not limited to attorney’s fees, arising from any accident or occurrence related in any manner to the SELLER’s use or occupation of the PROPERTY. The SELLER shall undertake to defend, at its own expense, any and all actions, claims, or demands brought against the PURCHASER or any of its officers, employees, agents, servants, representatives, and volunteers by reason of the things above specified, and to pay, settle, compromise and procure the discharge of any and all judgments, damages, losses and expenses, including but not limited to attorney’s fees.
- 17. The SELLER agrees to provide the PURCHASER written notification 15 days prior to vacating the PROPERTY.
- 18. The SELLER hereby acknowledges that the compensation or consideration specified in this CONTRACT represents and is the full and total amount of compensation and consideration that the SELLER will and is entitled to receive from the PURCHASER in exchange for, in relation to, and in connection with the transfer of the PROPERTY. The SELLER and the SELLER’s heirs, executors, administrators, successors, and assigns hereby forever release the PURCHASER from any and all claims for any damages, injuries, or any additional compensation or consideration than is expressly provided for in this CONTRACT. The SELLER hereby further forever releases the PURCHASER from any and all claims the SELLER, and the SELLER’s heirs, administrators, executors, successors, and assigns may make as related to the transfer of the PROPERTY, costs associated with the transfer of the PROPERTY, for any damage to any residue property as a result of the transfer, for any damage or injury suffered to the SELLER or the SELLER’s business as a result of relocating from the PROPERTY, for expenses related to the relocation of the SELLER, their family, and business, or any other cost, damage, or injury, whatever the source or nature, associated with or the result of the transfer of the PROPERTY.
- 19. This CONTRACT shall be binding upon the SELLER and the SELLER’s heirs, executors, administrators, successors and assigns, and shall inure to the benefit of the PURCHASER, its heirs, successors and assigns.
- 20. If any item, condition, portion, or section of this CONTRACT or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this CONTRACT and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.
- 21. This CONTRACT shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this CONTRACT shall be filed in and heard before the courts of Delaware County, Ohio.
- 22. This CONTRACT and its Attachments shall constitute the entire understanding and agreement between the SELLER and the PURACHER, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the parties.
- 23. The subject headings of the paragraphs in this CONTRACT are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This CONTRACT shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.

Vote on Motion Mr. Evans Aye Mr. Jordan Aye Mr. Ward Aye

RESOLUTION NO. 05-1687

IN THE MATTER OF APPROVING A SECOND EXTENSION AGREEMENT BETWEEN G.M. HEALTH SERVICES, INC. AND THE DELAWARE COUNTY JAIL:

It was moved by Mr. Ward, seconded by Mr. Evans to approve the following:

Second Extension Of Agreement Between
G.M. Health Services, Inc., And
The Delaware County Jail

This Agreement is entered into this 12th day of December, 2005, by and between G.M. Health Services, Inc.,

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(hereinafter referred to as “G.M. Health”) and the Board of Commissioners of Delaware County, Ohio, operators of the Delaware County Jail facility and the Sheriff of Delaware County, Ohio (collectively hereinafter referred to as the “Jail”).

WHEREAS, on July 22, 2004, the parties hereto entered into an Agreement for the provision of healthcare services to inmates of the Delaware County Jail and to Jail and Sheriff’s Department employees, (hereinafter the “Agreement”).

WHEREAS, on the 6th day of September, 2005, the parties entered into an Extension of Agreement in order to extend the term of the Agreement for an additional period ending on December 31, 2005 and,

WHEREAS, the parties desire to enter into a Second Extension of Agreement in order to afford the parties additional time to negotiate the terms of a revised agreement for services for 2006.

NOW THEREFORE, in consideration of the mutual promises herein contained, the Parties agree as follows;

1. Term:

The term of the Agreement shall be extended for an additional period commencing on the 31st day of December, 2005, and ending on the 28th day of February, 2006.

2. Compensation to G. M. Health.

Compensation to G. M. Health as set forth in Article III, Paragraph A. of the agreement, shall be modified as follows: a) the hourly rate for regular nursing services shall be increased by 3.5% from \$34.50 per hour to \$35.71 per hour; b) compensation for weekends (Saturdays and Sundays) and for second and third shifts shall be paid at the rate of \$37.71 per hour; compensation for holidays shall be paid at one and one-half times the regular hourly rate per hour worked a rate of \$53.57 per hour. Holidays included are: New Year’s Day, Memorial Day, July 4th, Thanksgiving Day, Labor Day and Christmas Day. The increased rates shall be effective beginning August 1, 2005.

3. Increased Staffing. At such time as the Jail population should reach and exceed 140 inmates, it is understood between the parties that the Jail will require additional nursing services from G. M. Health in order to meet the healthcare needs of the inmates. Following a ninety day written notification of the date on which the Jail population will increase above 140 inmates, G.M. Health will use its best efforts to locate, recruit, assign and orient nurses to supplement the nursing staff to adequately provide care to the jail population according to the Minimum Standards for Jails in Ohio. It is understood and agreed to by the parties that should the jail population increase above 182 inmates additional nursing staffing will be required and that those staffing levels are not covered by this renewal term.

4. It is agreed that this Extension of the Agreement between G. M Health Services INC. and Board of Commissioners, Delaware County, Ohio is and amendment (“Amendment”), mutually agreed upon and jointly drafted by the parties, to the Agreement between the parties executed on July 22, 2004. All Terms and condition of the Agreement not expressly and specifically modified, altered, changed, or superseded by this Amendment shall and do remain the same and unchanged and continue for the same term of this Amendment and beyond, as provided by the Agreement, to have the same force and effect as provided in the Agreement.

5. G.M. Health state and agrees that the individual(s) who, on behalf of G.M. Health, have reviewed this Amendment and effectuate this Amendment by attaching their signatures below are officers of G. M. Health and by so signing have authority to bind and does bind G.M. Health to any and all terms of this Amendment.

6. In the event that any one or more of the provisions of this Amendment shall be held to be invalid, illegal or unenforceable, the remaining provisions of this Amendment shall be unaffected thereby and this Amendment shall be construed as if such invalid or unenforceable provision were omitted.

7. This Amendment along with and in conjunction with the Agreement shall constitute the entire understanding and agreement between the Jail (the Delaware County Board of Commissioners and the Sheriff of Delaware County) and G.M. Health, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the parties.

Vote on Motion Mr. Evans Aye Mr. Jordan Aye Mr. Ward Aye

RESOLUTION NO. 05-1688

IN THE MATTER OF ACCEPTING THE EDWARD BYRNE JUSTICE ASSISTANCE GRANT FOR 2006:

It was moved by Mr. Evans, seconded by Mr. Ward to approve the following:

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Grant # 2005-JG-C01-6270
Source: U.S. Dept. of Justice Bureau of Justice Assistance, the Ohio Office of Criminal Justice Services
Grant Period: 1/1/2006 to 12/31/06

Federal Grant Amount: \$ 75,000.00
Local Cash Match: \$ 25,000.00
Total Amount: \$ 100,000.00

The Edward Byrne Justice Assistance Grant funds the Day Reporting Program. There is a 25% match.

Vote on Motion Mr. Jordan Aye Mr. Evans Aye Mr. Ward Aye

RESOLUTION NO. 05-1689

9:30AM PUBLIC HEARING FOR CONSIDERATION OF REQUEST TO VACATE A 50 FOOT WIDE AREA (0.218 ACRE TRACT) BETWEEN LOT 4186 AND LOT 4187 OFF NORTH LAKEHILL ROAD IN CONCORD TOWNSHIP:

It was moved by Mr. Jordan, seconded by Mr. Evans to open the Hearing at 9:30AM.

Vote on Motion Mr. Jordan Aye Mr. Evans Aye Mr. Ward Aye

RESOLUTION NO. 05-1690

IN THE MATTER OF CONTINUING THE PUBLIC HEARING FOR CONSIDERATION OF REQUEST TO VACATE A 50 FOOT WIDE AREA (0.218 ACRE TRACT) BETWEEN LOT 4186 AND LOT 4187 OFF NORTH LAKEHILL ROAD IN CONCORD TOWNSHIP:

It was moved by , seconded by to continue the Public Hearing for Consideration of request to vacate a 50 foot wide area (0.218 acre tract) between lot 4186 and lot 4187 off North Lakehill Road In Concord Township to **January 30, 2006 at 7:15PM.**

Vote on Motion Mr. Ward Aye Mr. Jordan Aye Mr. Evans Aye

RESOLUTION NO. 05-1691

IN THE MATTER OF APPROVING THE SANITARY SEWER IMPROVEMENT PLAN FOR WILSHIRE SECTION 7, PHASES A&B:

It was moved by Mr. Ward, seconded by Mr. Evans to approve the sanitary sewer plan for Wilshire Section 7, Phases A&B for submittal to the Ohio EPA for their approval as per recommendation of the County Sanitary Engineer.

Vote on Motion Mr. Ward Aye Mr. Jordan Aye Mr. Evans Aye

RESOLUTION NO. 05-1692

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

It was moved by Mr. Evans, seconded by Mr. Ward to approve the following:

Wendy Fox is requesting Donated Sick Leave from December 27, 2005 thru January 6, 2006.

Vote on Motion Mr. Evans Aye Mr. Jordan Aye Mr. Ward Aye

RESOLUTION NO. 05-1693

IN THE MATTER OF APPROVING TRANSFER OF APPROPRIATIONS:

It was moved by Mr. Ward, seconded by Mr. Evans to approve the following:

Transfer of Appropriation From	To	Amount
21411306-5001	21411306-5101	\$295.00
911/Compensation	911/Insurance	
65211919-5101	65211905-5101	\$550.00
Alum Creek/Insurance	San Eng Reg 1A/Insurance	

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Vote on Motion	Mr. Jordan	Aye	Mr. Evans	Aye	Mr. Ward	Aye
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RESOLUTION NO. 05-1694

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF APPOINTMENT, EMPLOYMENT, DISMISSAL, DISCIPLINE, PROMOTION, DEMOTION OR COMPENSATION OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL FOR PENDING OR IMMINENT LITIGATION:

It was moved by Mr. Jordan, seconded by Mr. Evans to adjourn into Executive Session at 9:43AM.

Vote on Motion	Mr. Jordan	Aye	Mr. Evans	Aye	Mr. Ward	Aye
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RESOLUTION NO. 05-1695

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Ward, seconded by Mr. Evans to adjourn out of Executive Session at 10:50AM.

Vote on Motion	Mr. Ward	Aye	Mr. Jordan	Aye	Mr. Evans	Aye
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There being no further business the meeting adjourned.

Glenn A. Evans

Kristopher W. Jordan

James D. Ward

Letha George, Clerk to the Commissioners