

Purpose:

1. Item # 20 on today's Finance and Personnel Committee agenda
2. Department of City Development request for File No. 040229 – Intergovernmental Cooperation Agreement Between City of Milwaukee and Board of Regents of the University of Wisconsin System.
3. Taxpayer – 3 major concerns
 - A. terms of the agreement
 - B. the appearance of double dipping
 - C. use of taxpayer's dollars

I. Terms of the Agreement – Specifically:

Services Provided
Selling Real Estate
Liability

Services Provided -- The first page, fifth paragraph of the Intergovernmental Cooperation Agreement states, "WHEREAS, the UNIVERSITY is desirous of providing the CITY with planning and architectural services, to be provided by its employee, Robert Greenstreet, (GREENSTREET); and..."

Definition of Architect Wis Stats

According to Chapter 443.01 (1) " "Architect" means a person who is legally qualified to practice architecture." The State of Wisconsin, Department of Regulation & Licensing website states, "No person may offer to practice architecture or use in connection with his or her name or otherwise assume, use or advertise any title or description tending to convey the impression that he or she is an architect or advertise to furnish architectural services unless the person has been duly registered or has in effect a permit under s. 443.10 (1)(d), Wis. Stats."

Qualifications

1. Online Search - State of Wisconsin, Department of Regulation & Licensing, for registered architects, Dr. Greenstreet's name did not appear as a holder of these credentials.
 - A. Dr. Greenstreet's vita, he is a registered architect in the United Kingdom.
 - B. Not indicate that he is registered in the United States or the State of Wisconsin.

2. Wis. Stats -- Chapter 443 of the Wisconsin State Statutes outlines professional requirements for architects, landscape architects, professional engineers, designers and land surveyors. Section 443.01 (5) states:

“Practice of architecture” includes any professional service, such as consultation, investigation, evaluation, planning, architectural and structural design, or responsible supervision of construction, in connection with the construction of any private or public buildings, structures, projects, or the equipment thereof, or addition to or alterations thereof, in which the public welfare or the safeguarding of life, health or property is concerned or involved.”

3. On a July 2, 2004 Ms. Brown, Acting Commissioner, wrote to the Common Council, “It is rare that a municipal government has the opportunity to add an individual of Robert Greenstreet’s credentials to its team.” That may or may not be accurate.

4. *Discrepancy in Information*

- A. Alderman D'Amato email stating, “The draft agreement with UWM for Mr. Greenstreet's services has been revised and it now is clear that he is not performing architectural services.”

- B. Yet, the Intergovernmental Cooperation Agreement Between the City of Milwaukee and Board of Regents still contains such language on the first page.

5. *Real Estate*-- The third page of the Intergovernmental Cooperation Agreement states, “5. Acquiring, maintaining, and selling real estate for the CITY and its related agencies.”

- A. Safeguards in place to assure that the City would be getting the best prices possible for these properties being sold. I want an assurance that the City will be getting fair market value

- B. Good public policy to place this much autonomy in a contracted employee. Who will be accountable to the taxpayers?

6. *Liability*—D on page six of the Intergovernmental Cooperation Agreement.

- A. As a taxpayer, it appears that the University and its employee, Dr. Greenstreet, are assuming no risk. All the potential burden and cost of liability falls upon the City taxpayers.

- B. Is this practice afforded to others who are essentially independent contractors and does it make good public policy to do so here?

II. Appearance of Double Dipping –

1. *Part-time Position*

- A. Ms. Brown's July 2nd letter, "Dr. Greenstreet will be in his DCD office each day, for about five hours a day."
- B. Based upon a 2,080 hour work year (40 hours times 52 weeks) this is equivalent to two-thirds (63%) of a full-time position (5 hours a day times 5 days equals a 25 hour work week. 25 hours times 52 weeks equals 1,300 hours annually).
- C. As a taxpayer, I do not believe that position of Dean of the School of Architecture can be justly served at the same time. Nor, do I think that the City can be justly served.
- D. Twenty-five hours a week hardly seems like enough time to perform all the duties as outlined in the Intergovernmental Cooperation Agreement, not to mention those of Dean.

2. Appearance of double dipping.

- A. The taxpayers are being asked to pay \$95,000 a year on the City side and \$ 178,173 for a Dean, as stated in the July 1, 2003 Terms and Conditions of Reappointment to the position of Dean of the School of Architecture and Urban Planning.
- B. The appearance to the ordinary citizen is that there is a conflict in holding two major positions of employment both paid with public funds.

III. Wise Use of Tax Dollars & Budgetary Issues --

1. *Unique Opportunity--* Ms. Brown stated in her July 2nd letter that, "The arrangement further provides a unique opportunity to bring the resources of UWM to bear on City initiatives."

A. Already Utilizing UWM - It appears that through Dr. Greenstreet's service on the City Plan Commission and other individuals' efforts at UWM the City is already utilizing much of the University's resources.

B. The University resources have already been paid for with tax dollars once and now we are being asked to pay for the resources again?

2. *Request for Services—*

- A. The Intergovernmental Cooperation Agreement would authorize the expenditure of \$ 95,000 annually.
- B. Why isn't the City doing a request for services for this large sum of money?
- C. Why has the selection of the person already been made without some type of search and review? This appears to be a "done deal" to the taxpayer.

IV. Summary -Discussion & Open Government –

- 1. The May 11, 2004 article, written by Whitney Gould, which appeared in the Journal Sentinel, sparked my interest in this proposal.
- 2. I asked questions of numerous City Departments including the Mayor's Office and DCD and received no information and phone calls were not returned.
- 3. Ironic that Ms. Brown wrote, "When discussing this arrangement with both members of the Common Council and DCD staff, I have heard one key concern: will things "fall through the cracks" because Dr. Greenstreet is handling two roles? I am committed to ensuring that the day-to-day business of planning and design will not suffer."
 - A. As a taxpayer, I find little consolation in Ms. Brown's assurances, as it is her own Communications Director who did not bother to address a constituent's concerns.
 - B. Why is no one willing to openly discuss this proposal?
- 4. The fact that, as Ms. Brown stated in her letter that, "This arrangement has parallels to a partnership between the City of Milwaukee and the Medical College of Wisconsin" does not in any way validate her current proposal.

V. Conclusion or Request

- 1. Hold off making any decision on this proposal until some of the public policy issues raised have been addressed publicly.
- 2. Preferably, reject this Intergovernmental Cooperation Agreement
- 3. Reassess how the City might perform these duties with existing dollars and resources.

2822 East Hartford Avenue
Milwaukee, WI 53211
July 21, 2004

To The Members of the Finance & Personnel Committee
City of Milwaukee

Dear Committee Members:

I am here before this Committee to ask some public policy questions and to ask that you oppose or delay and rethink the Department of City Development request for File No. 040229, which is item # 20 on today's Finance and Personnel Committee agenda. There are three major issues of concern to me as a property taxpayer in the City of Milwaukee and as a State of Wisconsin taxpayer. These areas are: the terms of the agreement, the appearance of double dipping and the use of taxpayer's dollars.

Terms of the Agreement –

Services Provided -- The first page, fifth paragraph of the Intergovernmental Cooperation Agreement states, "WHEREAS, the UNIVERSITY is desirous of providing the CITY with planning and architectural services, to be provided by its employee, Robert Greenstreet, (GREENSTREET); and...."

According to Chapter 443.01 (1) "Architect" means a person who is legally qualified to practice architecture." The State of Wisconsin, Department of Regulation & Licensing website states, "No person may offer to practice architecture or use in connection with his or her name or otherwise assume, use or advertise any title or description tending to convey the impression that he or she is an architect or advertise to furnish architectural services unless the person has been duly registered or has in effect a permit under s. 443.10 (1)(d), Wis. Stats."

When I conducted an online search of the State of Wisconsin, Department of Regulation & Licensing, for registered architects, Dr. Greenstreet's name did not appear as a holder of these credentials. According to Dr. Greenstreet's vita, he is a registered architect in the United Kingdom. He does not indicate that he is registered in the United States or the State of Wisconsin.

Chapter 443 of the Wisconsin State Statutes outlines professional requirements for architects, landscape architects, professional engineers, designers and land surveyors. Section 443.01 (5) states:

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On a July 2, 2004 Ms. Brown, Acting Commissioner, wrote to the Common Council, "It is rare that a municipal government has the opportunity to add an individual of Robert Greenstreet's credentials to its team." That may or may not be accurate.

There appears to be a discrepancy in interpreting the Intergovernmental Cooperation Agreement as presented today. Yesterday, Alderman D'Amato wrote to me, "The draft agreement with UWM for Mr. Greenstreet's services has been revised and it now is clear that he is not performing architectural services." Yet, the Intergovernmental Cooperation Agreement Between the City of Milwaukee and Board of Regents still contains such language on the first page.

Real Estate-- The third page of the Intergovernmental Cooperation Agreement states, "5. Acquiring, maintaining, and selling real estate for the CITY and its related agencies." As a taxpayer I would like to know what types of safeguards are in place to assure that the City would be getting the best prices possible for these properties being sold. I want an assurance that the City will be getting fair market value and do not think it is good public policy to place this much autonomy in a contracted employee. Who will be accountable to the taxpayers?

Liability--The issue of liability is addressed in D on page six of the Intergovernmental Cooperation Agreement. As a taxpayer, it appears that the University and its employee, Dr. Greenstreet, are assuming no risk. All the potential burden and cost of liability falls upon the City taxpayers. Is this practice afforded to others who are essentially independent contracts and does it make good public policy to do so here?

Appearance of Double Dipping --

Part-time Position -- According to Ms. Brown's July 2nd letter, "Dr. Greenstreet will be in his DCD office each day, for about five hours a day." Based upon a 2,080 hour work year (40 hours times 52 weeks) this is equivalent to two-thirds (63%) of a full-time position (5 hours a day times 5 days equals a 25 hour work week. 25 hours times 52 weeks equals 1,300 hours annually). As a taxpayer, I do not believe that position of Dean of the School of Architecture can be justly served at the same time. Nor, do I think that the City can be justly served. Twenty-five hours a week hardly seems like enough time to perform all the duties as outlined in the Intergovernmental Cooperation Agreement, not to mention those of Dean.

This dilemma strikes at the appearance of double dipping. The taxpayers are being asked to pay \$95,000 a year on the City side and \$ 178,173 for a Dean, as stated in the July 1, 2003 Terms and Conditions of Reappointment to the position of Dean of the School of Architecture and Urban Planning. The appearance to the ordinary citizen is that there is a conflict in holding two major positions of employment both paid with public funds.

Wise Use of Tax Dollars & Budgetary Issues --

Unique Opportunity-- Ms. Brown stated in her July 2nd letter that, "The arrangement further provides a unique opportunity to bring the resources of UWM to bear on City initiatives." It

appears that through Dr. Greenstreet's service on the City Plan Commission and other individuals' efforts at UWM the City is already utilizing much of the University's resources.

The University resources have already been paid for with tax dollars once and now we are being asked to pay for the resources again?

Request for Services—The Intergovernmental Cooperation Agreement before the Finance & Personnel Committee on July 21, 2004 would authorize the expenditure of \$ 95,000 annually. Why isn't the City doing a request for services for this large sum of money? Why has the selection of the person already been made without some type of search and review? This appears to be a "done deal" to the taxpayer.

Discussion & Open Government –

The May 11, 2004 article, written by Whitney Gould, which appeared in the Journal Sentinel, sparked my interest in this proposal. I asked questions of numerous City Departments including the Mayor's Office and DCD and received no information and phone calls were not returned.

I find it ironic that Ms. Brown wrote, "When discussing this arrangement with both members of the Common Council and DCD staff, I have heard one key concern: will things "fall through the cracks" because Dr. Greenstreet is handling two roles? I am committed to ensuring that the day-to-day business of planning and design will not suffer." As a taxpayer, I find little consolation in Ms. Brown's assurances, as it is her own Communications Director who did not bother to address a constituent's concerns.

Therefore, I am forced to I ask why no one is willing to openly discuss this proposal?

The fact that, as Ms. Brown stated in her letter that, "This arrangement has parallels to a partnership between the City of Milwaukee and the Medical College of Wisconsin" does not in any way validate her current proposal.

Therefore I request that at a minimum you hold off making any decision on this proposal until some of the public policy issues raised have been addressed publicly. Preferably, I request that you reject this Intergovernmental Cooperation Agreement and reassess how the City might perform these duties with existing dollars and resources.

Thank you for your consideration.

Sincerely,



Joyce L. Campana

Copy: Members of the Common Council