

IN THE EXECUTIVE ETHICS COMMISSION
OF THE STATE OF ILLINOIS

In re: THOMAS MUNROE) OEIG Case # 08-00850

OEIG FINAL REPORT (REDACTED)

The Executive Ethics Commission (“Commission”) received a final report from the Governor’s Office of Executive Inspector General (“OEIG”) and a response from the agency in this matter. The Commission redacted the final report and mailed copies of the redacted version and responses to the Attorney General, the Governor’s Executive Inspector General and to Thomas Munroe at his last known address.

These recipients were given fifteen days to offer suggestions for redaction or provide a response to be made public with the report. The Commission, having reviewed all suggestions received, makes this document available pursuant to 5 ILCS 430/20-52.

ALLEGATIONS

The Office of Executive Inspector General (OEIG) received a complaint alleging that Illinois Department of Natural Resources (IDNR) Public Information Officer IV Thomas Munroe (Munroe) misused state property, [redacted] and violated the Gift Ban provision of the Illinois State Officials and Employees Ethics Act (Ethics Act) by purportedly permitting a non-state employee to use a state vehicle in exchange for food. The OEIG concludes that these allegations are FOUNDED in part and UNFOUNDED in part.

SUMMARY OF INVESTIGATION

In 2008, the IDNR hosted the Conservation World exhibit at the DuQuoin State Fair (State Fair). In an effort to accommodate IDNR employees, the department rented four (4) golf carts from "Battery Specialist + Golf Cars" in Mt. Vernon, IL. IDNR Public Information Officer Tom Munroe (Munroe) was responsible for the oversight and use of the carts. According to both [redacted] and the Release and Indemnification Agreement (Agreement) between the IDNR and the Illinois Department of Agriculture (IDOA) signed by Munroe, only IDNR employees were authorized to use the carts.

Non-State Employees Drove State Owned Carts

Allegedly, Munroe allowed 17th Street Bar and Grill (17th Street Bar) General Manager

Gary Strothmann (Strothmann) to utilize IDNR golf carts in exchange for food for Munroe's consumption. Strothmann told the OEIG, and Munroe admitted, that Strothmann used the carts during the 2007 and 2008 State Fairs. Although Strothmann claimed he only used the carts when one was available and that he was not assigned a cart, Munroe told investigators that Strothmann had the combination and the key to a cart, and essentially kept the cart for the duration of the State Fair. Strothmann also told the OEIG that Munroe was the only IDNR employee that allowed him to use the golf carts and that 17th Street Bar never paid a fee to rent or use the carts.

When interviewed by the OEIG, Munroe explained that he has known Strothmann for six (6) or seven (7) years and that Strothmann worked at 17th Street Bar during the fair and camped on the fairgrounds, just down from Munroe's campsite. According to Munroe, because Strothmann had several products to move around during the fair, he allowed Strothmann to use the golf cart. However, Munroe admitted that he signed the IDNR Fair Release and Indemnification Agreement that plainly provided that the carts were intended solely for IDNR staff. Munroe advised that he never sought permission from his superiors to allow Strothmann to use the cart, claiming that the subject "never came up." Munroe argued that 17th Street Bar had been very helpful to IDNR over several years and had provided meals to IDNR volunteers during IDNR events. Munroe advised investigators that Strothmann knew that he would have to relinquish the cart whenever Munroe needed it, and noted that Strothmann returned the cart to Munroe on several occasions. Munroe stressed that he could get the cart back whenever he needed it and that Strothmann was responsible for the cart and would not have allowed anyone else to use it. Munroe asserted that he trusted Strothmann and knew the cart was secure when it was not in use.

Munroe also admitted that he allowed other non-State employees to drive the carts, stating "if someone needs assistance, like elderly people, we let them use it." Munroe told investigators he also allowed non-State employees whom he recognized to use the carts.

[This section is redacted because it involves an unrelated incident that occurred more than one year before the OEIG investigation began and is outside the statute of limitations period contained in the Ethics Act. See 5 ILCS 430/20-20(1).]¹²³

Free Food from 17th Street Bar

Munroe divulged that he received free food from 17th Street Bar during the 2008 Fair. He also used IDNR coupons to pay for other food which he ate during the Fair.

Munroe reported that he received approximately six or seven free meals which consisted of "slaw dogs, pork sandwiches and an occasional half-rack of ribs," and surmised that the combined total of the meals was approximately fifty (\$50.00) or sixty

¹ Redacted.

² Redacted.

³ Redacted.

dollars (\$60.00). Strothmann stated that while the free food was not given to Munroe in exchange for use of the cart, he gave the food to Munroe because "he's always been a friend, he helped us out" when 17th Street Bar was a vendor at the Fairs. Strothmann argued the food was not a "bribe."

Munroe also used IDNR coupons to pay for pork sandwiches, chips, and drinks during the duration of the Fair.⁴ Munroe received the coupons from IDNR and explained that the coupons were intended only for IDNR volunteers, not employees. He could not specify how many coupons he used.

ANALYSIS

Misuse of State Golf Carts and Coupons

IDNR's Policy and Procedures Manual provides that the unauthorized use of any State property, such as State-owned vehicles, equipment, supplies, credit cards, petty cash, or State vouchers is prohibited.⁵

Munroe admitted to investigators that he was not authorized to permit non-IDNR employees to drive the carts and asserted that he never consulted IDNR management about Strothmann's use of the cart because the subject never came up. IDNR's policy unambiguously states that the use of state vehicles by non-State employees is strictly prohibited. Although the carts in this case were rented, IDNR paid for the sole use and control over the carts and Munroe signed the IDNR Fair Release and Indemnification Agreement indicating that carts were solely for use by IDNR staff. Strothmann was not a member of IDNR staff, but Munroe allowed him to use the carts nonetheless. Even more disturbing is the fact that Munroe allowed Strothmann to monopolize a golf cart during the Fair, and that Strothmann had the combination and the key to the cart. Munroe also allowed elderly people who needed assistance, as well as non-State employees who he recognized to use the carts.

Additionally, Munroe improperly used IDNR food coupons intended solely for IDNR volunteers. Munroe admitted using coupons to purchase food from 17th Street Bar, although he could not recall the number of coupons he used. Munroe's conduct was clearly prohibited by IDNR's State property policy.

Therefore the allegation that Munroe misused State property by allowing Strothmann to use a State owned golf cart is FOUNDED. In addition, the OEIG found sufficient evidence to conclude that Munroe also misused State property by improperly using IDNR food coupons.

[This section is redacted because it involves an unrelated incident that occurred more than one year before the OEIG investigation began and is outside the statute of

⁴ The State Fair ran from August 22, 2008 through September 1, 2008.

⁵ IDNR Policy and Procedure Manual (Manual) Chapter 3, Subchapter D, Section 3D-2 on "Property Owned by the State."

limitations period contained in the Ethics Act.. See 5 ILCS 430/20-20(1).]⁶⁷

Munroe's Conduct Creates a Conflict of Interest

Munroe's relationship with Strothmann created a conflict of interest. IDNR's manual prescribes that employees shall avoid any action which might reasonably create the appearance of or result in an actual a conflict of interest. The policy cites several situations which demonstrate the existence of a conflict of interest such as:

1. using public office for direct or indirect private gain.
2. giving preferential treatment to any organization or vendor as evidence of a conflict of interest.
3. losing independence or impartiality of action.
4. making a government decision outside of official channels.
5. affecting adversely the confidence of the public in the integrity of the Department.⁸

At least two of these situations occurred here.

a. Munroe's Preferential Treatment of Strothmann

Munroe gave Strothmann preferential treatment by allowing him to not only drive the cart, but maintain substantial control over it. Other vendors were not afforded access to the cart. Munroe even admitted having to ask Strothmann for the cart whenever he needed it. Munroe further complicated matters by accepting free food from 17th Street Bar. Since Munroe was allowing 17th Street Bar unfettered access to the golf cart, a privilege not afforded to other vendors, while simultaneously receiving free food from that same vendor, his actions created the impression of a quid pro quo situation where one is being given something in exchange for something in return.

b. Munroe Used His Position for Private Gain

The fact that Munroe received free food from 17th Street Bar also gives the appearance that Munroe used his position at IDNR for private gain. Munroe accepted the food while on duty as an IDNR employee. Strothmann even admitted that he gave Munroe the free food because Munroe "helped [17th Street Bar] out" at the Fairs. Munroe would not have been given free food but for his work as an IDNR employee.

Therefore, the allegation that Munroe's conduct, allowing Strothmann to drive a State vehicle and accepting free food from Strothmann, gave rise to a conflict of interest is FOUNDED.

⁶ Redacted.

⁷ Redacted.

⁸ Manual, Chapter 3 Section 3D-4 on "Conflict of Interest."

Conduct Unbecoming

IDNR's Policy and Procedures Manual provides that employees shall refrain from any conduct that is unbecoming of an agency employee. The manual defines conduct unbecoming as conduct that tends to bring the Department into disrepute or reflects discredits upon him as a member of the Department or that tends to impair the integrity of the Department.⁹ Munroe admitted to personally redeeming coupons that were intended for IDNR volunteers to allow them to obtain free food from 17th Street Bar. [redacted]. Such conduct reflects poorly on IDNR and discredits the entire agency.

As an IDNR employee, Munroe was obligated to make decisions in the best interest of the Department. Instead Munroe's decisions were influenced by his personal relationship with Strothmann and his desire for personal gain. Therefore the OEIG found sufficient evidence to conclude that Munroe engaged in Conduct Unbecoming of an IDNR employee.

Gift Ban Allegation

Allegedly, Munroe violated the Gift Ban provisions of the Ethics Act by allowing Strothmann to use a State owned cart in exchange for food. The Ethics Act provides that no officer, member or State employee shall intentionally solicit or accept any gift from any prohibited source or in violation of any federal or state rule or regulation.¹⁰ A prohibited source in this case is any person or entity who does business with the State or seeks to do business with the State.¹¹ As a State vendor, 17th Street Bar is prohibited source. The Ethics Act, however, provides exceptions to the Gift Ban. For example, the Act provides that the consumption of food and refreshments should not exceed seventy-five dollars (\$75.00) per person in value on one single calendar day.¹²

Munroe admitted to investigators that he received free food from 17th Street Bar. Munroe advised that a typical meal consisted of "slaw dogs, pork sandwiches, and an occasional half rack of ribs". Munroe estimated that the total value of meals for the duration of the fair was approximately fifty dollars (\$50.00) or sixty dollars (\$60.00). The OEIG did not uncover any evidence to prove that the free food was more valuable than what Munroe represented.

As such, there is no evidence that the food Munroe accepted from 17th Street Bar would qualify as a violation of the Gift Ban provision of the Ethics Act. As a result the allegation that Munroe violated the Gift Ban provision of the Ethics Act by accepting food from 17th Street Bar is UNFOUNDED.

CONCLUSION AND RECOMMENDATION

⁹ Manual, Chapter 3, Section 3D-2 on "Personal Conduct."

¹⁰ 5 ILCS 430/10-10.

¹¹ 5 ILCS430/1-5.

¹² 5 ILCS 430/10-15(8).

The OEIG recommends that Munroe be subject to discipline, up to and including discharge, for allowing a non-State employee to use a State vehicle in violation of IDNR policy, [redacted], creating a conflict of interest by accepting free food from a State vendor, and misusing IDNR food coupons intended for Fair volunteers.

CONFIDENTIAL



Illinois Department of
Natural Resources

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Pat Quinn, Governor
Marc Miller, Director

November 19, 2009

Arian Beasely
Office of Executive Inspector General
32 West Randolph St, Suite 1900
Chicago, IL 60601

Re: OEIG Case No. 08-00850

Arian:

The Illinois Department of Natural Resources (IDNR) is in receipt of the OEIG Final Summary Report dated October 27, 2009 regarding the above mentioned case. Please be advised that the department will implement all of the OEIG recommendations. The department must abide by the terms of the AFSCME Collective Bargaining Agreement. Therefore; the department is in the process of scheduling a Pre-Disciplinary meeting.

The department's plan of action is as follows:

- Violations of the IDNR Policy and Procedure Manual
- The department will seek to impose a 15 day suspension.

The department will notify the OEIG of the final outcome. Should you have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in cursive script that reads "Gloria J. Williams".

Gloria J Williams
Office of Compliance, EEO and Ethics
Illinois Department of Natural Resources
One Natural Resources Way
Springfield, IL 62702
(217) 782-2662

Cc Director Miller
File

Rebuttal of Charges

Thomas Munroe

OEIG Case #08-00850

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EXECUTIVE
ETHICS COMMISSION

Background

Mr. Thomas Munroe is an 18 year state employee, 11 of those years with the Illinois Department of Natural Resources (IDNR). Mr. Munroe has worked in a public events-public service capacity this entire tenure with IDNR. The allegations contained in this report are isolated and are not representative of his work performance. Mr. Munroe has never had any allegations of misconduct and all of his performance evaluations have been favorable. This rebuttal of charges is to further elaborate on Mr. Munroe's position, specifically to each allegation that is contained in the Illinois Executive Ethics Commission summary of the report from the OEIG.

Misuse of Food Coupons

The allegation that Mr. Munroe used coupons to obtain food and drinks during the 2008 Illinois State Fair is false. The OEIG report alleges that Mr. Munroe violated this policy by using food 'coupons' for his personal use. The facts do not support this allegation.

The OEIG report indicates that Mr. Munroe improperly used food coupons intended only for the IDNR State Fair volunteers. The official statement of charges contends that he used them during the 2008 Illinois State Fair for the duration of the Fair. Mr. Munroe did not even handle food coupons during the 2008 Illinois State Fair. Mr. Munroe's involvement with the 2008 Illinois State Fair was limited to shucking corn with Gary Watson during the first weekend for the Sportsmen Against Hunger program.

The Lunch Ticket coupons included in the OEIG Executive Summary Report are clearly from the Springfield Illinois State Fair (one side offers thanks from Terry Beard the other approval by Bob Ruff). The IDNR has traditionally provided lunch tickets to unpaid, non-employee volunteers who assist in the operation of the youth BB-gun and archery ranges. IDNR uses volunteer groups such as the UIS baseball team, United Bow-hunters Inc., and the Illinois Bow-hunting Society to operate the archery range during the weekend and IDNR employees on paid status during the workweek. During the week, a combination of IDNR employees and unpaid volunteers work the range. The evidence in the OEIG report indicates that 245 meals were

provided in 2007 and 175 tickets were given out during the 2008 Illinois State Fair. Although that number seems quite high for the actual number of unpaid volunteers who assist in the operation of the ranges, Mr. Munroe was not among those who received the tickets.

IDNR did not receive a bill for any meals provided at the 2008 Du Quoin State Fair.

Furthermore, Mr. Munroe has never personally used coupons intended for volunteers. His statement to the OEIG investigators was misconstrued in the report. During Mr. Munroe's investigatory interview, he admitted to personally receiving free food and using coupons to pay for other food. He was referring to providing coupons to volunteers in his role as manager of IDNR events at the Du Quoin State Fair. The investigators evidently interpreted his statement to mean he *personally* used coupons when what he was telling them was that he provided the coupons to pass along to volunteers so that they too would receive food at no cost to themselves. Mr. Munroe clearly understood that the coupons were only for unpaid volunteers, and he strictly complied with the rules for their use. Mr. Munroe would have had no need to use a coupon at 17th Street BBQ since for years he has been offered free food from them as an offer of hospitality and goodwill.

Mr. Munroe does admit to receiving free food, but not to using 'coupons' to personally obtain food. Mr. Munroe's explanation on the use of 'coupons' was evidently misunderstood. One of Mr. Munroe's duties at the Du Quoin Fair was to distribute 'coupons' to volunteers who helped run archery and BB-gun exhibits. In the November 3, 2008 report there is a more accurate account of Mr. Munroe's explanation of the use of 'coupons' that, in addition to receiving free food "he had some coupons, which were provided to volunteer IDNR workers." This is Mr. Munroe's account, in his own words.

Regarding Conflict of Interest & Use for Personal Gain

The portion of this policy relevant to the allegations against Mr. Munroe state:

A standard of conduct is hereby prescribed regarding actual or potential conflicts of interest. Employees shall avoid any action, whether or not specifically prohibited below, which might reasonably create the appearance of or result in:

1. *using public office for private gain;*
2. *giving preferential treatment to any organization or person;*
3. *losing independence or impartiality of action*
4. *making a government decision outside of channels;*
5. *affecting adversely the confidence of the public in the integrity of the Department.*

No employee shall receive any money or other consideration from anyone other than the Department, for the performance of an act which the employee would be required or expected to render in the regular course or hours of his/her State employment or as part of his/her duties as a Department employee.

No employee shall accept anything of value under circumstances which might reasonable be construed to influence or compromise the performance of their official duties or which would impair or be presumed to impair their professional judgment.

Employees may accept nominal courtesies extended in the spirit of hospitality. Employees may also accept certificates, plaques, cups or similar mementoes awarded for contributions to government, athletic, recreational, social, fraternal, professional, religious or comparable activities.

Mr. Munroe did not violate this policy. The policy specifically allows an employee to accept nominal courtesies extended in the spirit of hospitality. The policy does not offer any examples or definitions of what the IDNR considers to be a nominal courtesy. 17th Street BBQ has provided many State employees with meals in the spirit of hospitality; Mr. Munroe is not alone in accepting them.

Mr. Munroe did not provide anything in exchange for the food and drinks he was offered. Although the OEIG report alleges that Mr. Munroe's 'actions created the impression of a quid pro qui situation where one is being given something in exchange for something in return,' there is plentiful evidence to the contrary. Mr. Munroe and Mr. Strothmann made it clear in separate statements that no such agreement existed. Mr. Strothmann had been offering Mr. Munroe free food and drinks for years before Mr. Munroe allowed him to use the golf cart when it would otherwise be idle. 17th Street BBQ did not have access to an IDNR golf cart during the first six years that food was offered.

It is clear that Mr. Munroe and Mr. Strothmann acted not because of the friendship that existed between the two of them, but out of a longstanding positive relationship that had been established between the IDNR and 17th Street BBQ. For many years 17th Street BBQ has been involved in nearly all of IDNR special events. It is understandable that personal relationships between the staff of these parties have grown out of this close association, but the motivation for their actions is to maintain and enhance the positive relationship between their employers.

Munroe Preferential Treatment of Strothmann

Gary Strothmann admits that he provided Mr. Munroe with free food for eight (8) years. Mr. Munroe did not violate the policy by allowing a State vendor to utilize IDNR golf carts in exchange for food. Nothing in the report indicates that an agreement existed between Mr.

Munroe and the vendor. The record clearly indicates that Mr. Munroe had received free food from 17th Street BBQ for eight (8) years as an offer of hospitality and goodwill. In 2007 and 2008 Mr. Munroe did allow the vendor to use a golf cart at times it would have otherwise been idle. Mr. Munroe provided it to Mr. Strothmann along with the lock to insure that it was properly secured, with the understanding that Mr. Strothmann was responsible for its safekeeping, and that anytime it was needed by IDNR personnel it would be promptly delivered.

Conduct Unbecoming

As stated in the paragraphs above Mr. Munroe, did not violate the policy by allowing a State vendor to utilize IDNR golf carts in exchange for food. Nothing in the report indicates that an agreement existed between Mr. Munroe and the vendor. The record clearly indicates that Mr. Munroe had received free food from 17th Street BBQ for eight (8) years as an offer of hospitality and goodwill. Furthermore, Mr. Munroe has never personally used coupons intended for volunteers. His statement to the OEIG investigators was misconstrued in the report. During Mr. Munroe's investigatory interview, he admitted to personally receiving free food and using coupons to pay for other food. He was referring to providing coupons to volunteers in his role as manager of IDNR events at the Du Quoin State Fair. The investigators evidently interpreted his statement to mean he *personally* used coupons when what he was telling them was that he provided the coupons to pass along to volunteers so that they too would receive food at no cost to themselves. Mr. Munroe clearly understood that the coupons were only for unpaid volunteers, and he strictly complied with the rules for their use. Conduct Unbecoming is a matter of interpretation. Mr. Munroe's statements reinforce that he understood and properly provided 'coupons' to volunteers for their use, he did not use them, nor was his allowing Mr. Strothmann use of the golf intended or exchanged for personal gain.