



CITY OF DETROIT
OFFICE OF INSPECTOR GENERAL
REQUEST TO INITIATE ACTION MEMORANDUM

Kamau C. Marable, MA., CIG, CFE
Inspector General

Jennifer Bentley, Esq., CIGI
Deputy Inspector General

DATE Nov 4, 2025

TO: Kamau C. Marable
 Inspector General

Approved *Kamau C. Marable*

RE: OIG FILE# 24-0038-INV

I. Summary

On October 23, 2024, the City of Detroit Office of Inspector General (OIG) received a complaint regarding a potential abuse of position by a City of Detroit (City) employee. Specifically, it was alleged that Christa McLellan, a temporary administrative services specialist (TASS) employed within the Office of Chief Financial Officer (OCFO), abused her position by instructing City employees to meet with Wayne County employees in furtherance of her employment contract with Wayne County. The complaint also alleged that the meetings were held during City work hours, and that Ms. McLellan personally benefited from using City employees to facilitate her outside work.

The investigation revealed that Christa McLellan arranged and conducted meetings between City and Wayne County employees during City work hours. The investigation also revealed that the meetings were related to Ms. McLellan's duties as a contractor for Wayne County, and that she remained clocked-in with the City while performing these tasks. Further, Ms. McLellan personally benefited from her use of City employees and resources to facilitate her outside employment contract.

During the investigation, the OIG also found that Ms. McLellan was not initially in compliance with the City of Detroit Outside Employment Policy which requires employees to request permission to accept outside employment. Ms. McLellan submitted a Request for Approval for Outside Employment form in April 2025, after the OIG initiated this investigation. Her employment with Wayne County had begun approximately 7 months prior, in September 2024.

Based on the information and evidence reviewed, the OIG finds that Ms. McLellan

- abused her position by using her City role and resources to carry out tasks in furtherance of her contract with Wayne County, and
- did not properly account for work hours spent arranging and conducting meetings on Wayne County's behalf.

Based on the OIG's findings, we recommend discipline for Ms. McLellan's improper use of City service hours, employees, and resources, in accordance with the City's disciplinary action policies. In addition, if not already done, we recommend that the OCFO review and re-execute the Outside Employment form relative to Ms. McLellan's Wayne County employment, as the request form executed on April 9, 2025, has expired.¹

Ms. McLellan's Written Response In Lieu of an Administrative Hearing

On October 15, 2025, the OIG issued a draft memorandum of findings to Ms. McLellan. Her deadline to request an administrative hearing or to submit a written response in lieu of a hearing was Wednesday, October 29, 2025. Ms. McLellan acknowledged receipt of the draft memorandum and timely submitted a written response in lieu of requesting an administrative hearing. Her written response is attached in its entirety.

Ms. McLellan made several statements in her response, including

- collaborating with professional counterparts at different municipal entities is a good thing,
- she has no authority to require City personnel to perform any tasks, and
- she did not personally benefit from being paid by the City for the work at issue, because the City pays her less than what Wayne County pays her per hour.

Additionally, she acknowledged that she arranged meetings between Wayne County and City staff to fulfill a need on Wayne County's end but that she remained clocked in with the City because she did not believe the tasks were contrary to her role with the City.

For the reasons stated below, the OIG finds that Ms. McLellan's response does not change its findings regarding abuse of her position and City resources. First, the OIG does not contest that collaborating with other municipal entities is a good thing. At issue here is whether Ms. McLellan improperly leveraged her access to City resources and staff as means to complete tasks related to her contract with Wayne County. Based on a preponderance of the evidence, we find that she did.

Second, Ms. McLellan discounts how her position granted her access to issue her requests for assistance through OCFO Deputy Treasurers. Further, her response ignores how those requests created undue pressure to participate, since OCFO staff are not likely to push back on assignments and requests from their direct supervisors. Indeed, interview statements confirm that OCFO staff members who presented in Ms. McLellan's meetings did not believe their participation was optional.² Moreover, the actions (or inactions) of the OCFO Deputy Treasurers at the time do not mitigate Ms. McLellan's improper use of her position with the City.

¹ All City of Detroit Outside Employment Requests expire each fiscal year on June 30th. See email from Employee Services Manager Raquiba Dismuke to City of Detroit Employees, RE: Flexible Work Applications and Outside Employment Request, June 2, 2025.

² OIG Interview, Rissa Long, April 8, 2025; OIG interview, Rhonda McKay, April 9, 2025.

Finally, whether Ms. McLellan was paid less by the City for her time spent working on matters for Wayne County is inconsequential. The City should not have paid anything for her time spent working for Wayne County and the personal benefit lies in advancing her work and delivering on tasks connected to her outside employment contract. Accordingly, based on a preponderance of the evidence reviewed and discussed in this memorandum, the OIG maintains its findings which are now final.

II. Background

On March 21, 2022, Christa McLellan received a temporary appointment as an “Advisor to the CFO - Administrative Special Services Staff III,” within the City’s OCFO.³ In this role, Ms. McLellan works part-time, supporting monthly financial reporting by reviewing audit documentation prepared by other OCFO staff.⁴ She also does reconciliations for the City Treasury on a monthly basis, and performs other accounting tasks as requested.

In September 2024, Ms. McLellan entered into a separate employment contract with Wayne County as a project consultant for its management and budget department.⁵ In that role, she is expected to “develop and implement a process for the compilation and analysis of monthly financial reports with the goal of report automation.”⁶ As stated in the scope of services for her outside position, report automation for Wayne County may not be possible with its current enterprise resource planning (ERP) software and the process developed by the project consultant “may need to be modified upon implementation of Oracle,” which is the software used by the City of Detroit.⁷

In October 2024, the OIG received a complaint alleging that Ms. McLellan instructed City employees to assist the Wayne County Treasury with their selection of a cash management system, in furtherance of her outside employment contract.⁸ Upon review, the OIG found that Ms. McLellan had arranged 2 meetings between Wayne County and City employees for the purpose of demonstrating the City’s financial management processes.⁹ The presentations and demonstrations included explanations as to how the City uses the Oracle software to manage its finances.¹⁰ The meetings included presentations from City employees whose roles relate to cash and investment management and reporting.¹¹

³ Letter from Former Chief Financial Officer Jay Rising to Christa McLellan, March 18, 2022. Although the role is termed “temporary,” no documents received regarding Ms. McLellan’s employment list an end date for her appointment.

⁴ OIG Interview, Christa McLellan, May 28, 2025.

⁵ City of Detroit Request for Approval of Outside Employment form, signed April 9, 2025; See also Email from Wayne County Deputy Corporation Counsel to OIG File Manager Edyth Porter-Stanley, RE: Employment Verification, January 27, 2025.

⁶ Wayne County Scope of Services: Management & Budget - Administration.

⁷ *Id.*

⁸ OIG Complaint No. 24-0217-COM.

⁹ Email Meeting Notice from Christa McLellan to Nur Barrer, Rissa Long, Rhonda McKay, Lashanda Thomas, De’Ashia Taylor, Soroya Farver, Nikhil Patel (and others), RE: Detroit OCM and Sympro Interest Allocation Walk-Through. See also OIG Interview, Soroya Farver, May 12, 2025.

¹⁰ Recorded Meeting, RE: Detroit OCM and Sympro Interest Allocation Walk-Through, October 25, 2024. OIG Interview, Rissa Long, April 8, 2025; OIG Interview Rhonda McKay, April 9, 2025.

¹¹ *Id.*

As it relates to seeking outside employment, and the City of Detroit Outside Employment Policy states, in pertinent part:

[C]ity employees must notify and obtain permission from their department or agency head to begin or continue employment with an outside employer...A “Request for Approval of Outside Employment” form must be completed by the employee to notify his/her department or agency management of any current or future expected outside employment....[I]n determining whether or not to approve the request, the department or agency head should insure that the outside employment request complies with the following terms:

[...]

2. That there is no conflict of interest of either a personal or financial nature between the City employment and the outside employment.

3. That such outside work is not performed during the employee’s scheduled hours of service in City employment and that travel to such outside employment does not create a similar time conflict.

[...]

6. That any approval shall be made subject to annual renewal or earlier if approval for a lesser time, and, in any case shall be required each time the employee requests outside employment.¹²

Under the City of Detroit’s Universal Work Rules, violating the Outside Employment Policy is a Group II Offense and working for another employer during City work hours is a Group IV offense. Offenses at either level require corrective disciplinary action.¹³ In addition, failure to provide notice of outside employment shall subject the employee to discipline up to and including discharge.¹⁴

III. Analysis and Findings

The complaint alleged that Ms. McLellan directed City employees to meet with Wayne County representatives during City work hours. The complaint further alleged the purpose of the meetings was to fulfill Ms. McLellan’s contractual obligations to Wayne County and that she personally benefited from her misuse of City employees and resources.

Wayne County representatives confirmed that Ms. McLellan works for Wayne County as a project consultant on a contract basis and that they were aware that she also worked for the City at the time she began her employment.¹⁵ Ms. McLellan began working for Wayne County on September 8, 2024.¹⁶ However, as of February 20, 2025, Ms. McLellan had not filed a Request

¹² City of Detroit Outside Employment Policy - Human Resources Directive #2015-1, issued December 7, 2015.

¹³ City of Detroit Universal Work Rules, Corrective Disciplinary Action Guidelines & Attendance Policy.

¹⁴ City of Detroit Outside Employment Policy - Human Resources Directive #2015-1, issued December 7, 2015.

¹⁵ Email from Wayne County Deputy Corporation Counsel to OIG File Manager Edyth Porter-Stanley, RE: Employment Verification, January 27, 2025; OIG Interview, John Wallace, May 12, 2025.

¹⁶ City of Detroit Request for Approval of Outside Employment form, signed April 9, 2025.

for Approval for Outside Employment with the City of Detroit.¹⁷ Thus, Ms. McLellan was not in compliance with the City's Outside Employment policy which, as shown above, requires employees to seek approval for outside employment before accepting additional employment.

The Outside Employment policy also does not allow employees to perform outside work during scheduled hours of service for the City. Further, employees are generally barred from using City resources, including equipment, for outside employment purposes.¹⁸ Indeed, the City's Asset Management Policy requires remote employees to affirm that their IT assets will only be used to fulfill their service responsibilities to the City of Detroit.¹⁹

The OIG reviewed emails and interviewed personnel from Wayne County and the City of Detroit to determine whether Christa McLellan directed City employees to meet with County employees to carry out tasks pursuant to her outside employment. As stated above, in her outside role, Ms. McLellan is responsible for developing and implementing a process for compiling and analyzing monthly financial reports for Wayne County. When interviewed, Wayne County representatives stated that Ms. McLellan had been instructed to arrange such meetings and demonstrations as a part of her duties.²⁰ Emails confirmed that, at Ms. McLellan's request, Wayne County employees met with City OCFO and Comptroller staff to receive information and demonstrations relative to managing the County's financial matters.²¹ In addition, evidence shows that Ms. McLellan performed these tasks during City service hours using City-issued resources and equipment.²²

When interviewed, Ms. McLellan acknowledged that the presentations and demonstrations were arranged for Wayne County's benefit.²³ She also stated that she did not clock out from the City for the time spent conducting these meetings between City employees and Wayne County.²⁴ Ms. McLellan does not submit detailed activity logs to Wayne County to document work done during a given time period. Therefore, the extent to which she has performed work for Wayne County during regular City service hours is unclear. Nonetheless, evidence shows that Ms. McLellan personally benefited from using City employees and resources, as the meetings helped to fulfill her duties with Wayne County. Thus, based on the foregoing, the OIG finds that Christa McLellan abused her position by using City resources to arrange and conduct meetings for Wayne County during regular work hours in furtherance of her outside employment contract.

IV. Conclusion

The complaint alleged that Christa McLellan improperly instructed City employees to meet with Wayne County staff during work hours in furtherance of her employment contract with Wayne

¹⁷ Email from OCFO Executive Assistant Cherie Lawson to OIG Attorney Tiye Greene, RE: OIG Request for Information | 24-0038-INV, February 20, 2025.

¹⁸ City of Detroit (Central City) IT Asset Management Policy, Effective August 1, 2022.

¹⁹ *Id.*

²⁰ OIG Interview, John Wallace, May 12, 2025.

²¹ Email from Christa McLellan to Nur Barre, Rissa Long, Rhonda McKay, Anthony Weaver, Nikhil Patel, Aharon Elchonen; RE: Wayne County Treasurer's Office - Walkthrough of City's Processes, October 15, 2024.

²² *Id.*

²³ OIG Interview, Christa McLellan, May 28, 2025.

²⁴ *Id.*

County. The investigation revealed that Ms. McLellan arranged and conducted meetings for Wayne County while clocked in with the City. The investigation also revealed that the meetings were related to Ms. McLellan's duties as a contractor for Wayne County. Ms. McLellan's actions violate the terms of the City's Outside Employment policy. In addition, by using City resources to perform tasks for the County, Ms. McLellan also violated the City's IT Asset Management Policy. Thus, based on the foregoing, the OIG finds that Ms. McLellan abused her position by using City access and resources to perform tasks pursuant to her outside employment contract.

V. Recommendation(s)

Based on the OIG's findings, we recommend discipline for Ms. McLellan's improper use of City service hours, employees, and resources, in accordance with the City's disciplinary action policies. In addition, if not already done, we recommend that the OCFO review and re-execute the Outside Employment form relative to Ms. McLellan's Wayne County employment, as the request form executed on April 9, 2025, has expired.

October 28, 2025

VIA EMAIL

Kamau C. Marable, Inspector General
marablek@detoig.org

RE: Response to Draft Report on OIG Case No. 24-0038-INV

Dear Mr. Marable:

I am a CPA and have been in municipal accounting and finance for nearly 30 years. I have been an auditor at KPMG and have served in various roles at both Wayne County and the City of Detroit. I am a past president of the Michigan Government Finance Officers Association and have served on a committee for the national organization (GFOA). Having a reputation for honesty and integrity is incredibly important to me. The language and conclusions in this report are hurtful and potentially harmful to my reputation. I am requesting that this report remain confidential.

I believe that context is missing in the above referenced investigation which has led to an inaccurate conclusion in the draft report. My response below is intended to add this additional context.

At question is approximately 2.5 hours of my time; two hours to attend meetings and up to a half an hour to coordinate the meetings. I dispute that there was any abuse of position, and I dispute that I personally benefited from the establishment of and attendance at either of these meetings.

Former CFO, John Hill was a change agent. He fostered a culture of networking and sharing knowledge among counterparts at like institutions. He encouraged his employees to travel to other municipalities to network, build collaborations and learn their processes. As an example, in early 2017, I and multiple other members of the OCFO team, traveled to Seattle and Denver to meet with their finance teams. Both teams walked us through their processes, took us on tours, showed us their systems and templates and shared their policies. They were *excited* to share with us and teach us their processes. John Hill believed in not recreating the wheel. He believed that what we did was not unique and that we need to learn from others. Meet, collaborate, share, learn and teach was the culture of the City's OCFO when I joined the team and it is a culture that I embrace.

It is in the spirit of that culture that I volunteered to set up the meeting between the City's teams and the Wayne County Treasurer's Office (WCTO). There is statement in the report that I was "instructed" by Wayne County setup those meetings. I was not *instructed* to set up those meetings; I *offered* to set them. I was in a meeting when the WCTO team stated that Oracle Cash Management could not work for them. I thought that a practical demonstration from an organization that successfully uses the tool might help them see how it *could* work for them. I also thought it would be useful for them to learn how Sympro could interface with Oracle Cash Management. The County had already purchased and owned both systems. They had not yet implemented Oracle Cash Management. They City uses these both of these tools successfully and I simply wanted to help foster knowledge sharing. The fact that the sessions were held is a *good thing*. It is good for City employees to meet and be helpful to their counterparts at the County.

The language in the report indicates that I "instructed" City employees to attend these meetings. The report does not mention, however, that I have no authority. I have no employees that report to me. I have no real title, no power. I can't *compel* anyone to do anything. The Treasurer for the City of Detroit and a Deputy Treasurer were included on these emails. The Deputy Treasurer helped facilitate the meeting date and time, which is evidenced by the email exchange between October 17, 2025 and October 22, 2025. If either of them thought that these meetings were a misuse of their employees' time, then they could have said "no" and advised me that they didn't want their employees to do attend.

The report implies that I used my City computer and email to compel employees to attend. I was working for the City that morning (as I did the majority of October 2024) and did not consider fostering this collaboration and establishing these informational sessions to be contrary to my position at the City. If Wayne County had reached out to me prior to my becoming a part-time employee of the County, I would have set up these sessions. I did not consider this as an inappropriate use of my City time or City property.

It was in the spirit of John Hill's encouragement to share knowledge that I didn't consider the optics. Sharing with sister organizations is *what we do* in the OCFO. It is not contrary to the position. I do not believe it is contrary to anyone's position to share, teach and collaborate with employees at other municipalities. I can, however, understand a perceived conflict with the Wayne County engagement. In hindsight, I acknowledge that it could have mitigated any perceived conflict if I had established and attended the meetings in question from my County computer and been paid by the County for that time. I

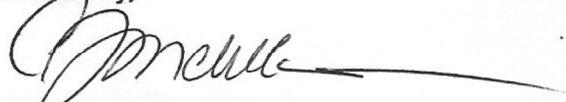
certainly was not clocked onto the City's system for personal benefit. My rate per hour at the County is higher than my City rate. I am paid by the hour at the County, just as I am at the City. There are no bonuses, no incentive pay, and my agreement with them is not contingent on any outcomes. There was no personal benefit to me.

The set up and attendance of these meetings with my City email, using my City computer is not abuse. Bringing colleagues together to share information and learn from each other is an activity that has been encouraged by the OCFO since I joined the team. I will not take issue if your conclusion is that I charged the City for two and half hours that should have been charged to the County. I request that the language regarding abuse and personal benefit be removed from the report.

Regarding the Outside Employment Form. I did not realize that it was a requirement for part-time employees, there was no intent to hide my agreement with the County. As soon as I became aware of the need to complete the form, I did. It is important to note that while I failed to complete the form, I *did* inform Jay Rising, who was the CFO at the time, that I was *going to* work for (before it happened) *and was* working for (after I signed the agreement) the County for 16 or fewer hours per week. OCFO leadership knew that I was working for the County.

I appreciate your consideration of this additional information and am hopeful that your report will be amended to more appropriately reflect the context of this matter.

Sincerely,

A handwritten signature in black ink, appearing to read 'J. McLellan', with a long horizontal line extending to the right.

Christa J. McLellan

c. Tiye Green, Esq.