

THE IOWA DISTRICT COURT FOR SCOTT COUNTY

DR. ALLEN DIERCKS.

Plaintiff,

v.

THE CITY OF DAVENPORT, and Iowa
Municipal Corporation, **THE CITY**
COUNCIL OF THE CITY OF
DAVENPORT, and City Attorney
THOMAS D. WARNER,
Defendants.

Equity No. CVCV302775

**SUBPOENA TO PRODUCE E-MAILS,
TEXTS, DOCUMENTS, AND
ELECTRONICALLY STORED
INFORMATION**

TO: CORRIN SPIEGEL [REDACTED]

X **YOU ARE COMMANDED** to produce at the time, date, and place specified below the following E-mails, texts, documents, electronically or stored information, and permit their inspection, copying, testing, or sampling of the material:

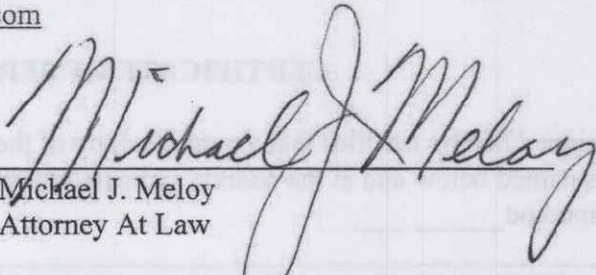
Your entire file of settlement of legal claims between Corrin Spiegel and the City of Davenport, including any and all letters, E-mails, E-mail attachments, text messages, text message attachments, tapes, video's, electronic recordings of any nature and any other written documentation pertaining to this settlement.

Place: **Meloy Law Firm, 2535 Tech Dr., Suite 206, Bettendorf, Iowa 52722**

Date: **May 8, 2024** Time: **4:00 p.m.**

This subpoena may be responded to and compliance made by sending the documents via
E-mail to: mike@meloylaw.com

Date: April 30, 2024


Michael J. Meloy
Attorney At Law

The name, address, e-mail, and telephone number of the attorney representing CORRIN SPIEGEL who issues or requests this subpoena:

MICHAEL J. MELOY
2535 TECH DRIVE, SUITE 206, BETTENDORF, IOWA 52722
Phone: (563) 359-3959

15 September 2023

Mayor Mike Matson and
Members of the Davenport City Council
City of Davenport
226 West Fourth Street
Davenport, Iowa 52801

c/o Mr. Tom Warner
Corporation Counsel

CVCV302775 MELOY

Last month, I celebrated my ninth work anniversary with the City of Davenport. For the past eight years, I have served the organization in the capacity of its City Administrator, leading through both good times and bad. Unfortunately, those eight years have also been continuously riddled with violations of my contract rights, employee rights, reputational rights, and constitutionally protected rights. My sincere hope was that if I worked hard and led the organization successfully without creating conflict with my supervisors, that the violations would eventually stop. Like every employee, my desire is to enjoy my job and work in an environment free of abuse in the forms of discrimination, bias, harassment, intimidation, and retaliation.

During my tenure, I have received overwhelmingly positive performance evaluations, which have objectively measured my ability to lead this complex and diverse organization. The City has been able to accomplish extraordinary things, including a better financial position, receiving numerous large grants, and wide-ranging recognition for several newly instituted programs. Unfortunately, in spite of these positive outcomes, behind the scenes the work environment remained the same. The names and faces of perpetrators may have changed over time, but the objectionable experiences remained constant.

Late last year, I decided that I was no longer willing to tolerate the workplace hostility and the pervasive violation of my rights as a person and employee. Subsequently, I have suffered through what has been the worst year of my professional career.

To put the gravity of the current situation in context, I would like to share a few of the experiences I have had while employed by the City which demonstrate that the elected body's culture does not respect the rights held by its employees. Shortly after being appointed Interim City Administrator, I was in a meeting in the City Council conference room with Mayor Gluba, several aldermen, and at least two department heads. In that meeting, Mayor Gluba, upset by something in the conversation, placed his hand inches from my face, pointed, and with an angry and elevated voice said, "listen here little girl." No one in the room said a word. Not one word. Despite numerous other elected officials being present, who were also my supervisors at the time, no one said 'stop,' 'that's not ok,' or 'you need to apologize.' Instead, the room sat in stunned silence.

Shortly thereafter, due to the election, Mayor Gluba was replaced by Mayor Klipsch. I was still Interim City Administrator during the time of the transition and would eventually apply for the permanent role. In my section of his evaluation notebook, the first word he wrote to describe my skills and experiences as a candidate was "looks." This was 2015, and in spite of numerous professional accomplishments, the first word used to describe me was "looks." It was even underlined. Unfortunately, that was not the only issue with the recruitment process.

The finalist interview process included several components, including two different social receptions. Candidate spouses were specifically invited to attend. The introduction of familial status into the interview process is not only wrong, it is illegal. At one of the receptions, I was relegated to talking with my fellow candidates' spouses instead of being treated equitably as a professional. At the other reception, I chose to stay after and assist the Administration team with cleaning up. At that time, I took off my dress shoes and changed into more comfortable flip-flop sandals. Even more startling was Mayor Klipsch's attempted implication that the removal of my dress shoes after an event spoke to my character as a woman in terms of me being a 'good time' or 'up for a party.' During my public interview, one of the panelists attempted to interrogate me as to why my resume was in color, insinuating that I had somehow used undue influence in the process. The recruitment process was rife with violations, including those associated with age, gender, and familial status.

CVCV302775 MELAY

The workplace issues wouldn't stop there. Mayor Klipsch chose to call female employees by pet names, which had to be repeatedly addressed by myself, Corporation Counsel, and the HR Director. One day, prior to the Festival of Trees luncheon, Mayor Klipsch placed a handcrafted ornament wreath, which was intended to be a raffle prize at the luncheon, in front of his groin area on display to myself and another female employee while making a lewd comment. He frequently commented on the appearance of female employees and created an environment so uncomfortable that I had to fashion a plausible story for why the offices were being remodeled to protect that the remodel was actually a workplace accommodation. Due to his actions, I had to enact a ban prohibiting City employees from traveling in the same car with him. While his victims were predominantly female, the ban had to extend to males as well to ensure that I was not creating a discriminatory workplace.

This is far from an exhaustive description of the improprieties that have occurred since my employment began in the City Administrator's office. It would be an unfortunate outcome to have to detail the entirety of the illegal infractions experienced during my tenure.

Since her first term in office, Alderwoman Lee has been engaged in a persistent effort to defame me, violate my rights, inflict emotional distress, and separate me from my employment. I believe these actions are intentional and directly associated with my age and gender. My professional peer, a white male who is older than me, had received nothing but positive public and private praise from her until he intervened on my behalf late last year. This intervention occurred after he was advised that she was violating my employment and contract rights during the evaluation process.

Specifically, on November 21, 2022, Alderwoman Lee sent an email to all elected officials attempting to start a discussion outside of the mutually agreed to process as required by my contract. That day, Corporation Counsel Warner replied to all elected officials instructing that the thread needed to be discontinued and detailing how it violated my rights. The very next day, November 22, 2022, prior to the City Council meeting, Alderwoman Lee approached the desk in chambers where Mr. Warner and I sit. She maneuvered herself between the City Attorney and I, with her back to Mr. Warner while standing over me, demanding that I provide her with the information referenced in her e-mail sent the day before. It was a brazen intimidation tactic witnessed by numerous members of City staff.

The City Attorney sent Alderwoman Lee an email on November 23, 2022, stating: "By getting into [Corri's] personal space and standing over her while making the request, you simply continued and actually made worse the infraction of the evaluation process rules that you committed on Monday." In response, Alderwoman Lee offered an apology that day stating, "I did indeed behave rashly and rudely, and lost control." She continued with "I will strive to not do that again" - which couldn't be further from the truth. The City Attorney subsequently learned that Alderwoman Lee had allowed an outside party to participate in the completion of the online portion of my performance evaluation. It is my understanding that the City Attorney then advised those charged with the evaluation process oversight that she should be disqualified from further participation, attempting to contain the damage already caused from the aforementioned violations.

CVCV302715 MELOY

Unfortunately, the caution was not heeded and Alderwoman Lee was allowed to continue participating in my evaluation process. I believe that the organization chose to adhere to the format instead of protecting my rights. Since that time, Alderwoman Lee has repeatedly chosen to retaliate against both Mr. Warner and me in public and private, attempting to undermine our professional credibility and cause intentional harm to our employment status. I understand that a boss is entitled not to like an employee, but the chosen behaviors cannot be based on impermissible reasons, involve false statements, or violate employment rights.

Regrettably, this violation of my rights during the evaluation process is not surprising. It isn't the first time. While the names and faces may transition, the undertone and behaviors don't change. During my 2017 performance evaluation, I was told "[I am] viewed favorably by [my] peers in the region," I was "comfort[able] with knowing and embracing both [my] strengths and weaknesses, and that [I] ensure [my] team has the necessary complimentary (sic) skills to ensure a high functioning team," and I am "engaged in city operations and supporting front line personnel outside the typical 8-5 hours." I was also told I "tend[] to surround [my]self with staff at meetings, gatherings - these are probably unfair, gender-biased critiques, i.e., A male City Administrator might not be found lacking here (sic), but this is part of living in the environment and climate we are in." Well, at least the discriminatory environment is acknowledged.

The City scheduled the Corporation Counsel and City Administrator performance evaluations on December 13, 2022. Mr. Warner and I were waiting in the Police Department lobby, when Sarah Watson entered. She asked us questions about whether or not the meetings were open to the public. We advised her they were not, this meeting is an annual occurrence, and eventually she left. During this time, the Council was unable to achieve a quorum to convene the meeting. It was clear that efforts were being made to attempt to have enough participation to conduct the executive session. Alderman Kelly approached the Police Department vestibule and I had to let him in, at which time he spewed multiple expletives as though it was my fault. The discussion within my review was a mix of positive feedback and critical comments, with most criticism coming in the form of requesting additional communication. When I asked for specific examples, no one could provide meaningful insight as to what 'better' looked like other than being informed about low-level issues that occur within their respective wards. Given the operational level at which it occurs, I am rarely apprised of this type of information. During the evaluation meeting, it was apparent to me that Alderman Cornette was visibly under the influence, and Alderman Kelly continued to be upset that he was called away from a doctor's appointment.

The Council scrambled to get a quorum, and despite an extremely successful performance year, I left that meeting frustrated, disgusted, and angry. Notably, my written evaluation and compensation were extremely

positive, which is diametrically opposed to the experience that occurred within the verbal evaluation. When I met with the subcommittee, I again inquired about the communication topic, noting the improvements that have been made in information sharing over the past several years, and again couldn't be provided with specificity about what improvement could be defined as. The topic was generally shrugged off as 'consider the source(s).'

Since my performance evaluation, Alderwoman Lee has continued to consistently and falsely make statements to inflict emotional distress and publicly undermine my professional reputation. Alderwoman Lee chose to insert herself into the operational aspects of the Veteran's Memorial Park project by contacting regulatory agencies and expressing her interpretations, albeit incorrect ones, publicly. In her retaliatory actions against Mr. Warner and I, she claims this is 'incident zero,' completely ignoring that she was indeed the initiating perpetrator of multiple workplace violations several months prior.

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During a similar timeframe, Alderman Cornette's actions began to transition from noticeably under the influence to noticeably under the influence and actively engaging in harassing behaviors. As was publicly shared at the hearing earlier this month, he left me multiple voicemail messages intending to harass me in the workplace. The first voicemail from May 19, 2023 ended with "love ya babe." After receipt of that voicemail, the City Attorney and Human Resources Director met with Alderman Cornette to discuss his behavior. He was advised that the included statement was illegal, unacceptable, and demeaning. He was further instructed that the behavior should never happen again. On Friday, August 25, 2023 Alderman Cornette left another voicemail, this time with the phrase "still love ya babe" at the beginning before going on to ramble about the North Park mall market study project and his desire to participate and further instructing that he wanted a third party included also. Being placed in the position of being the public victim of an elected official's harassing behaviors is an experience I hope never to endure again. The most unfortunate part is that many of you were aware of this behavior beforehand and failed to act.

Over the past several months, during the time in which both Alderman Cornette and Alderwoman Lee have been in communication protocols in order to protect the City's employees, Alderwoman Lee has publicly defended Alderman Cornette during Council meetings and to the media. They have both portrayed themselves as the victims, which could not be further from the truth. In her efforts to become his champion publicly, she now assumes his illegal activity as her own. During the September 7, 2023 hearing she made a statement to the effect of why isn't she on the same agenda, or is she next. The gaslighting tactic shouldn't be lost on anyone as her illegal and unethical activity also represents a serious dereliction of duty that the Council should have addressed.

The partial collapse of 324 Main Street occurred on Sunday, May 28, 2023. That night, some of you were present and came to the aid of whoever needed it. Over the next few days, others chose to armchair quarterback while looking out of the window or attack me in the media. Since that time, I have endured incessant defamation during the public with business section of the Council's meetings, which has been broadcasted and remains publicly accessible for all to view. I've been repeatedly called a murderer, incompetent, a computer science dropout, corrupt, and a blackmailing mean girl. I have expressed my concerns about the tolerance of this behavior and how it is impacting me and other members of City staff. The general demeanor of elected officials has been somewhere between 'ignore it' and 'shake it off.'

Tiffany started in Administration a few weeks before I did and I had the privilege of hiring Samantha. Prior to their request for leave, many of you were already aware of issues within the workplace that became public earlier this month. One of you chose to leak a confidential personnel notification regarding their status, and two of you chose to confirm the email's authenticity to the media. Nowhere did that email state they were facing discipline or had been terminated. Whoever chose to create that narrative was clearly intending to attack me and for the blame to be publicly placed on me, yet another act of retaliation.

One of you chose to go to Samantha's personal residence instead of asking the City Attorney for additional information as directed in the notification. That act created a waterfall of activity on a Friday evening to yet again attempt to mitigate the devastating impacts to two exceptional employees. Ultimately, due to the actions and inactions of elected officials, two employees who had incredibly bright futures in the organization have separated, forever changing their careers. I lost count of the times I apologized to them for failing to protect them as their direct supervisor. I was also present for many similar apologies from Mr. Warner as we negotiated their separations. The sad reality is that as the organization's two highest-ranking professionals, we could not protect them from the reckless and illegal behaviors perpetrated by elected officials because we are also subjected to many of the same behaviors. As has been stated publicly, if these perpetrators were City employees, they would have been terminated long ago.

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On the morning of September 7, 2023, Alderman Condon asked if I had a few minutes to talk. We spoke at approximately 10:30 AM for just under 17 minutes. The general parameters of the conversation were to understand if the work environment was really 'that bad' because the charges prepared for the removal from office hearing didn't include a "smoking gun." He further wanted to understand if the employees were worth what the proposed settlement agreements included, given that they were essentially 'quitting.' One incident of workplace sexual harassment is too many. The four victims included in the case are four too many. As the supervisor of additional employees who faced harassment at the hands of the accused but were uncomfortable with their complaints being included because they would be easily identifiable as victims, 'that bad' would be an understatement.

After the removal from office hearing on September 7, 2023, Alderman Kelly asked to speak with me. He approached the desk area where the City Attorney and I sit, and started to justify why he went to the personal residence of Samantha Torres on September 1, 2023. Attorney Warner was present for this conversation and tried to intervene to stop Alderman Kelly from discussing this topic in public. I advised that it was incredibly inappropriate and caused serious issues for the organization. I asked him to stop speaking – the room was still filled with people, including multiple reporters and associated cameras and recording devices. He continued the conversation, so I reiterated that the email clearly stated that elected officials were not to try and contact the employees. He responded that he thought they were fired, and that as someone who had "lost everything" and was once "homeless" that he went to take her gift cards. I reiterated that he needed to stop while putting my hand up in front of me to indicate the gesture for stop. Mr. Warner was party to the entire conversation, and as it continued to escalate, Alderwoman Meginnis ushered me away and towards the elevator. I was advised after that a community member who observed the interaction also intervened. Of note, after the incident on the evening of September 1, I asked Samantha to check her porch and mail area to determine if anything had been left. It hadn't. Further, he did not go to the home of Tiffany Thorndike.

Later that evening, as the City Attorney and I were leaving city hall, Alderman Kelly approached us. He stated that he needed to apologize to me. It wasn't really an apology and at one point he essentially

demanded that I apologize to him for hurting his feelings so many times. The conversation continued for several minutes and at one point Alderman Kelly used the phrase "sick dick" with the preceding words being either "f*cked by a" or "suck a." My facial expression must have registered the utter shock that I felt, and I looked at Tom to understand if I just heard that correctly. Shortly after, Alderman Kelly apologized for the language. Mind you, this conversation occurred within an hour of the removal hearing concluding. He also demanded that I call the community member to advise them that he apologized. As I walked towards my car to leave, he said he hates the whole "girl power" thing, referring to my relationship with people we know in common.

CVCV302715 Mary

Unfortunately, I find myself in the same position as my dedicated employees, Tiffany and Samantha. The persistent violation of my rights has gone unabated for the past eight years. Over time, some faces have changed, and the types of egregious behaviors have ebbed and flowed, but they have never stopped, and at this point, I have no hope that they ever will. In the past year, there has been a dramatic shift in my well-being with significant negative impacts on my health, which is now requiring oversight by multiple medical professionals. The rapid decline in my health has shone a light on the inescapable reality that the actions and inactions of my employer necessitate the conclusion of this chapter. I shouldn't have to leave a professional position and work that I love, or leave behind so many wonderful employees that I respect and care for, but the failure of my supervisors to maintain a work environment free of harassment and illegal behavior has led to this juncture.

The aforementioned narrative is not intended to outline every illegal experience, cause of action, specific applicable legal theory, or elements of damage. What is in our mutual interest, but realistically more your individual and collective interests, is that we pursue an amicable, professional separation that compensates me for the damage to my health, reputation, and livelihood. Should an amicable separation not be achievable, the attorneys can pursue all attributable actions and damages through a very public litigation process.

In exchange for an amicable transition, I request the following:

- Two years of total compensation
- Two years of health insurance at my current coverage level
- The right to enroll as a retiree on the City's insurance plan after my current/negotiated coverage concludes
- \$1 million compensation for the damage to my physical health
- \$1 million compensation for the damage to my emotional well-being
- \$500,000 compensation for the damage to my professional reputation
- One year of City-covered ICMA and IEDC membership dues
- The ability to complete my doctoral program under the City's 'Learning Partner' status with Columbia Southern University

I look forward to a prudent decision on your part,

Corrin B. Spiegel

AGREEMENT

This Agreement is made and entered into this 6 day of October, 2023, by and between Corrin Spiegel (hereinafter "Spiegel"), and the City of Davenport (hereinafter "City").

Recitals

WHEREAS, Spiegel for personal reasons wishes to pursue opportunities outside of City of Davenport employment; and

WHEREAS, Spiegel and the City are interested in ending Spiegel's employment with the City in a mutually agreeable timeframe and manner for transition purposes.

Agreement

NOW THEREFORE, in consideration of mutual promises contained herein, and other good and valuable consideration, the parties hereto agree as follows:

1. Definitions. The following terms are defined as:
 - a. Official Separation Date: The date upon which Spiegel's employment with the City will end. That date is January 2, 2024.
 - b. Last Work Day: The date which will be Spiegel's final date of holding office hours. That date is November 17, 2023.
2. Resignation. Spiegel hereby irrevocably resigns her employment with the City effective January 2, 2024, and the resignation is hereby accepted by the City.
3. Office Hours and Departmental Operations. Spiegel will be on the status of administrative leave with pay from her Last Work Day through her Official Separation Date. Between the Employee's Last Work Day and her Official Separation Date, Spiegel will not post, speak or otherwise communicate or act on behalf of the City without the approval of the Corporation Counsel.
4. Retiree Status. Spiegel is hereby granted Retiree status pursuant to this separation agreement in accordance with the eligibility and enrollment section of the summary plan description for the City of Davenport healthcare plans.
5. Vacation of Office Space. The parties agree that Spiegel will coordinate with the Corporation Counsel and Human Resources Director to clear out her office, locker (if any) and personal belongings; and to return City property that may be in her possession by her Official Separation Date if Spiegel has not done so already.
6. Wages, Lump Sum Payment and Vacation and Holiday Balances. Spiegel will continue to receive her regular payroll check less customary payroll deductions based upon a 40-hour work week through her Official Separation Date. Additionally, Spiegel will receive the following lump-sum payments:

- A) A lump sum payment of \$600,000 for lost wages subject to customary payroll deductions to be paid along with Spiegel's final payroll check; and
- B) A lump sum payment of \$1,000,000 for emotional pain and suffering on January 2, 2024 (not subject to employment taxes);

Payment A will be made through the regular payroll payment process at the time of separation on the final regular paycheck, less customary payroll deductions, or within the payroll period following the final regular paycheck if the City has not done so already. The Payment B will be made by wire transfer. Additionally, the City shall pay all remaining balances of vacation and holiday time accrued at the time of separation on the final regular paycheck, less customary payroll deductions, or within the payroll period following the final regular paycheck if the City has not done so already.

- 7. Healthcare. The City shall continue to pay its usual contributions toward premiums for Spiegel's current prescription, dental, vision and medical insurance, if any, through the Official Separation Date. The City agrees to compensate Spiegel through the continuation and extension of the employee's health insurance benefit by providing coverage for the general Retiree plan for which she is eligible under this agreement (Employee plus one). The City will be responsible for the employee's Retiree premium (Employee plus one) for the employee's prescription, dental, vision, and medical insurance, if any, at the time of separation for the months of February 2024 through and including December 2024. Thereafter, Spiegel may continue to participate in the City's insurance plan (Employee plus one) per her Retiree eligibility, if any, but at her expense.
- 8. Future Right to Discipline. Spiegel remains an employee between the date of execution and the Official Separation Date, as such, nothing prevents the City from taking disciplinary action, up to and including termination for Spiegel's behavior between the execution of this Agreement and the Official Separation Date. Termination can only occur if Spiegel has intentionally committed a crime of a depraved and vile nature that is morally reprehensible. In the case of termination, only paragraphs 9 and 10 of this Agreement will survive.
- 9. Release. Spiegel hereby releases and forever discharges the City and its officers, employees, and agents, in their official capacities, of and from any and all past or present claims, demands, obligations, actions and causes of action of any name or nature, accrued or hereafter to accrue, and whether based on tort, contract, or other theory of recovery arising out of or in connection with her employment with the City, including, but not limited to, any claims of retaliation or discrimination prohibited by the Iowa Civil Rights Act, Title VII of the 1964 Civil Rights Act or the Davenport Ordinance on Human Rights. The parties further agree not to sue or otherwise institute any legal proceeding of any nature against the other party, with the exception of litigation by either party to enforce the terms of this Agreement. The parties agree to cooperate and participate pursuant to Iowa Code Section 670.8, in any actions brought by a third party against them as co-defendants. The parties agree that this Agreement is not an admission by the City or any other person of any acts that might be considered a violation of federal, state, or local law and that this Agreement should not be interpreted as such. The parties further agree that this Agreement is not an admission by the City that the Employee's separation from employment was unjustified, unwarranted, discriminatory, or otherwise unlawful, and that this Agreement shall not be interpreted as such. Regardless of anything above, Spiegel

reserves the right to sue any elected official or appointed officer, and not the City, who disparages her.

10. Notice of Rights of Rescission Under the ADEA. Spiegel hereby acknowledges that she has consulted with an attorney, or has voluntarily chosen not to consult an attorney, concerning this Agreement, and specifically any rights or claims she believes she may have under the federal Age Discrimination in Employment Act (ADEA). Further, Spiegel acknowledges that she has taken more than twenty-one (21) days to consider the terms of this Agreement. If Spiegel signs this Agreement, she may revoke it within seven (7) days. This Agreement will not become effective or enforceable until this seven (7) day period has expired.
11. Employee Interview restrictions and Issued Statements. Spiegel agrees not to interview with local market news media outlets about her allegations of misconduct for a period of 10 years. A press release mutually agreed to by Spiegel and Tom Warner will be issued. The Council may release its own statement as well after Spiegel has agreed to its content.
12. Invalidity. In case any one or more of the provisions of this Agreement should be declared invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained in this Agreement will not in any way be affected or impaired thereby.
13. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Iowa.
14. Voluntary Agreement. Each of the undersigned parties acknowledges and represents that it has been represented or been given the opportunity to be represented by counsel of its choice in connection to the execution of this Agreement. The parties further represent and declare that in executing these documents they have relied solely upon their own judgment, belief and knowledge, and advice and recommendation of their own independently selected counsel (if any), concerning the nature, extent and duration of its rights and claims, and that they has not been influenced to any extent whatsoever in executing this document, by representations or statements except those expressly contained or referred to herein. Each party executes this Agreement voluntarily and of its own free will, without coercion or duress to do so.
15. Full Agreement. It is the intention of the parties that the terms of this Agreement shall be effective as a full and final accord and satisfaction.
16. No Oral Modification. This Agreement may not be changed orally. This document contains the entire agreement between the parties and may not be enlarged, modified, or altered except if it is in writing and signed and endorsed by both parties.

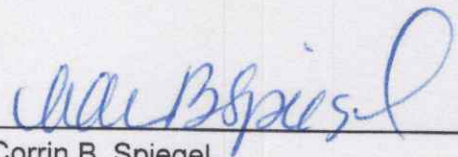
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17. Execution. This Agreement may be executed in counterparts, each of which shall be deemed and original and shall be deemed duly executed upon the signing and notarization of the counterparts by the parties.

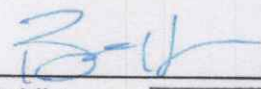
Dated at Davenport, Iowa on the 6 day of October, 2023.

CAUTION: THIS IS A RELEASE – READ BEFORE SIGNING

EMPLOYEE


Corrin B. Spiegel

Subscribed and sworn to before me on the 6th day of October, 2023

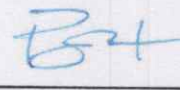

Notary Public



CITY


Thomas D. Warner, City Attorney

Subscribed and sworn to before me on the 6th day of October, 2023 by
Thomas D. Warner, Corporation Counsel, who duly states he has received unanimous Council
consent to execute the same.


Notary Public



CWC302775
MAY