

## SECOND ADDENDUM TO EMPLOYMENT AGREEMENT

**THIS SECOND ADDENDUM TO EMPLOYMENT AGREEMENT** (the “Second Addendum”) is made and entered into as of June 20<sup>th</sup>, 2022 by and between the **CITY OF LOWELL**, a Michigan municipal corporation (the “City”), 301 East Main Street, Lowell, Michigan 49331 and **MICHAEL T. BURNS** (“Mr. Burns”), 301 East Main Street, Lowell, Michigan 49331.

### RECITALS

- A. The City and Mr. Burns have entered into an Employment Agreement (the “Agreement”) dated August 1, 2016, employing the services of Mr. Burns as City Manager of the City.
- B. The City and Mr. Burns have previously modified the terms and conditions of the Agreement as set forth in a First Addendum to Employment Agreement dated as of January 22, 2019.
- C. The City and Mr. Burns have agreed to further modify in certain respects the terms and conditions of the Agreement, as amended.

**NOW, THEREFORE**, in exchange for consideration in, or referred to by, the Agreement, the First Addendum, and this Second Addendum, and the benefits to be derived therefrom, receipt of which is severally acknowledged, the City and Mr. Burns agree as follows:

**Section 1. Amendment to Section 3.** The third sentence of Section 3, “Compensation,” of the Agreement, as amended, is further amended to read as follows:

Thereafter, so long as Mr. Burns shall remain in the employ of the City as City Manager, the City Council shall annually review Mr. Burns’ compensation as a part of his annual performance evaluation and determine Mr. Burns’ compensation for the succeeding annual period, *provided, however*, during his employment as City Manager, Mr. Burns shall receive a salary of (a) \$111,000 for the annual period commencing July 1, 2022, and ending June 30, 2023, (b) \$116,550 for the annual period commencing July 1, 2023, and ending June 30, 2024, and (c) \$122,378 for the annual period commencing July 1, 2024, and ending June 30, 2025.

**Section 2. Amendment to Section 11.** Section 11, “Vehicle Allowance,” is amended in its entirety to read as follows:

During the term of this Agreement Mr. Burns shall receive a motor vehicle allowance of \$600 per month as compensation for the business use of his personal vehicle.

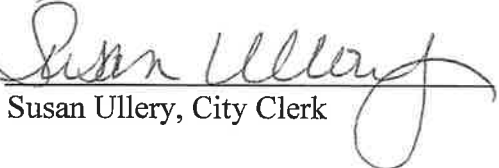
**Section 3. Ratification and Confirmation.** Except as otherwise provided in this Second Addendum, the Agreement is in all other respects hereby ratified and confirmed.

**Section 4. Defined Terms.** All capitalized terms used in this Second Addendum and not defined shall have such meaning as defined in the Agreement.

**IN WITNESS WHEREOF**, the City and Mr. Burns have executed this Second Addendum to Employment Agreement as of the first day written above.

**CITY OF LOWELL**

By:   
Michael DeVore, Mayor

Attest:   
Susan Ullery, City Clerk

**MICHAEL T. BURNS**

  
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