

CITY OF CAPE MAY, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION NO. 333-12-2021

**RESOLUTION REAPPOINTING MICHAEL J. VOLL AS CITY MANAGER
FOR THE CITY OF CAPE MAY**

WHEREAS, the City of Cape May is a New Jersey municipality operating under the Council-Manager form of government pursuant to the Faulkner Act, N.J.S.A. 40:69A-81 et seq. and

WHEREAS, that form of government requires appointment of a municipal manager to serve as the City's chief executive officer and to manage the City's day-to-day operations; and

WHEREAS, City Council appointed Michael J. Voll Interim City Manager on January 1, 2021 and City Manager on March 30, 2021 with a term ending December 31, 2021; and

WHEREAS, City Council deems it in the best interests of the City to reappoint Michael J. Voll as the City Manager pursuant to the terms contained in the attached Contract.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Cape May as follows:

1. The averments of the preamble are hereby incorporated.
2. Michael J. Voll is hereby reappointed as the City Manager for the City of Cape May for a term beginning January 1, 2022 and ending December 31, 2022, and pursuant to the terms in the attached Contract incorporated herein by reference.
3. Mr. Voll, as City Manager, shall follow all the requirements of the City's Administrative Code and the applicable sections of the Faulkner Act in the performance of his duties as manager.
4. In consideration for serving as City Manager, Mr. Voll shall receive an annual salary of \$135,000.00 (beginning January 1, 2022) and subject to the terms and conditions of the City Code, the Faulkner Act, and the attached Contract.
5. This resolution shall take effect immediately, according to law.

I, Erin C. Burke, City Clerk of the City of Cape May, County of Cape May, State of New Jersey, do hereby certify the foregoing is a correct and true original Resolution adopted by the City Council of the City of Cape May at a meeting held on December 30, 2021.



Erin C. Burke, City Clerk

Roll Call	Ayes	Nays	Absent	Abstain	Motion	Second
Baldwin	X					X
Meier			X			
Sheehan		X				
Yeager	X				X	
Mullock	X					

cc: City Manager
CFO

CITY MANAGER CONTRACT

This Contract for Services is made this 30th day of December, 2021, between the City of Cape May, a municipal corporation of the State of New Jersey, with offices at 643 Washington Street, Cape May, New Jersey (the City), and Michael J. Voll, an individual with an address of 12 Secluded Lane, Rio Grande, New Jersey, 08242 (Voll).

WITNESSETH

WHEREAS, pursuant to Resolutions 04-01-2021 and 116-03-2021, Voll currently serves as the City Manager of the City of Cape May with term ending December 31, 2021 and further subject the conditions of N.J.S.A. 40:69A-93 (the Faulkner Act); and

WHEREAS, the City operates under the Council-Manager form of government, pursuant to the Faulkner Act, N.J.S.A. 40:69A-1 et seq., and specifically N.J.S.A. 40:69A-81, et. seq.; and the duties of City Manager are specifically set forth in N.J.S.A. 40:69A-92 through -98, and in Chapter 10 of the Cape May City Code; and

WHEREAS, the City and Voll desire to enter into this Contract to further set forth the conditions of Voll position as City Manager,

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the City and Voll agree as follows:

1. **Appointment.** The City appoints Voll as City Manager and Voll accepts that appointment on the terms set forth below, and for the term, salary and conditions contained herein.

2. **Duties.**

2.1 To the best of his ability, Voll shall perform all the duties required of the City Manager, as more specifically set forth in the Faulkner Act and the City Code. Those duties are incorporated into this Contract as if fully set forth.

2.2 Voll's duties shall further include following the policies and directives established by City Council, and performing such other duties as may be required of the Voll by resolution adopted by City Council in its sole discretion pursuant to the Faulkner Act and City Code.

2.3 Voll shall be available on a 24-hour-per day, seven-day-per-week, 365-day-per-year basis for emergent matters.

2.4 The City will provide Voll with all clerical support staff and equipment reasonably necessary for Voll to perform his duties as manager, including a cell phone and municipal vehicle, for the purpose of attending to City matters.

3. Compensation.

3.1 The City shall pay Voll a salary for providing services as City Manager in the annual amount of \$135,000 (commencing January 1, 2022). No additional compensation (including but not limited to stipends) shall be authorized or due unless and until City Council authorizes the same pursuant to an amendment to the salary ordinance, resolution, or other official action of the governing body. The City and Voll acknowledge that the annual salary herein reflects a confluence of factors and experience that are unique to Voll and the singular nature of the position of City Manager under the Faulkner Act form of government, and therefore, the salary herein shall not be interpreted as establishing any range for future determinations of salary at this position.

3.2 Voll's salary shall be paid in bi-weekly installments on the regularly scheduled City paydays, subject to all applicable withholding taxes and unemployment and disability contributions.

3.3 Voll shall work an average of 40 hours per work week. Time requirements for optimal job performance vary based on specific assignments, emergencies, seasonal demands or other unexpected factors. All parties endorse a policy of flexibility which allows the City Manager to adjust normal working hours as conditions require for the duties of his office and to perform

special duties, attend meetings, and to work hours as required in order to properly represent the City. Voll understands and agrees that, as an exempt employee under applicable Federal and State law, he shall not be paid for overtime; nor shall he receive compensatory time, and he shall be expected to work the number of hours reasonably necessary for the performance of his duties pursuant the Faulkner Act and City Code.

4. Personnel Policy Manual. Unless otherwise set forth in this Contract, all other terms and conditions of employment contained in the City's Personnel Policy Manual (PPM), including vacation, personal, and sick days are incorporated into this Contract; moreover, any amendments to the Personnel Policy Manual or the adoption of any new policies by the City Council of general applicability to all employees shall be incorporated herein and this Contract shall be deemed amended accordingly.

Notwithstanding any provisions of the PPM to the contrary, Voll will be provided twenty (20) days paid vacation time per year and twelve (12) sick days. Personal Leave days shall accrue pursuant to Article 77 of the PPM. Unexpended vacation and sick days will not be carried forward and must be used in the current year. The parties acknowledge that Management duties are particularly critical from Memorial Day Weekend to Labor Day Weekend ("the high season"). Therefore, vacation and personal time during the high season should be avoided and, if taken by Voll, shall be limited to no more than seven (7) consecutive days. Vacation or personal time during the high season that exceeds seven (7) consecutive days is subject to prior approval of City Council.

5. Benefits. Voll shall receive all benefits he is entitled to pursuant to the terms and conditions of the Personnel Policy Manual including but not limited to Article 75 – Life Insurance. Voll may opt out of full family health plan and be compensated at the rate of 25% or \$5000.00, whichever is less of the annual amount saved by the City because of Voll's decision to opt out. The City will provide Voll with a flexible spending reimbursement amount consistent with the

City's established policy which provides for reimbursement for incurred expenses (such as Dental and Vision) not covered by the City's health plan and with an annual cap.

6. **Term.** The Term of this Contract shall end December 31, 2022. Notwithstanding the term and based upon the provisions of the Faulkner Act, the City shall have the right to terminate and remove Voll at any time prior to or after December 31, 2022, with or without cause, subject only to the conditions and obligations in N.J.S.A. 40:69A-93, the terms of which are incorporated herein by reference. The parties acknowledge that in the event of termination, no other compensation shall be due other than as specifically set forth in N.J.S.A. 40:69A-93.

7. **Entire Agreement.** This Contract represents the entire agreement by and between the parties and may only be amended by written instrument signed by the parties.

8. **Governing Law.** This Contract shall be governed by and construed in accordance with the laws of the State of New Jersey.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

ATTEST:

CITY OF CAPE MAY



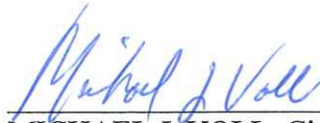
ERIN C. BURKE, City Clerk



By: ZACHARY M. MULLOCK, Mayor



ERIN C. BURKE, City Clerk



MICHAEL J. VOLL, City Manager