

CONTRACT EXTENSION NO. 2

THIS AMENDATORY AGREEMENT, made and entered into by and between the **CITY OF ATLANTIC CITY**, a municipal corporation of the State of New Jersey, with its principal offices located at 1301 Bacharach Boulevard, Atlantic City, New Jersey 08401, hereinafter referred to as "**CITY**", and **GILCHRIST ENTERPRISES, INC.** hereinafter referred to as "**Tenant**", whose address is 804 North Rhode Island Avenue, Building #10, Atlantic City, New Jersey 08401, pursuant to Resolution No. 53 adopted by the Council of the **CITY** on January 21, 2026, a copy of which is attached hereto and made a part hereof.

WHEREAS, by Resolution No. 170 adopted March 16, 2022, the City entered into a Lease Agreement with Tenant for a period of three (3) years with an option of two (2) one (1) year extensions (the "Agreement"); and

WHEREAS, it was necessary and in the best interest of the City to exercise the **FIRST ONE (1) YEAR OPTION** provision of the Agreement and extend the Agreement for a term of one (1) year from **APRIL 1, 2025 THROUGH MARCH 31, 2026**, for a fixed yearly rent in the amount of **SIXTY-THREE THOUSAND SEVEN HUNDRED EIGHTY DOLLARS AND ZERO CENTS (\$63,780.00)** as outlined in the Agreement, this first one-year option was known as **CONTRACT EXTENSION No. 1**.

WHEREAS, it is necessary and in the best interest of the City to exercise the **SECOND ONE (1) YEAR OPTION** provision of the Agreement and extend the Agreement for a term of one (1) year from **APRIL 1, 2026 THROUGH MARCH 31, 2027**, for a fixed yearly rent in the amount of **SIXTY-FIVE THOUSAND FIFTY-SIX DOLLARS AND ZERO CENTS (\$65,056.00)** as outlined in the Agreement, this second one-year option to be known as **CONTRACT EXTENSION No. 2**.

WHEREAS, with the exception of the modifications contained herein, all other terms, conditions and provisions of the Agreement between the parties shall remain in full force and effect.

~~NOW, THEREFORE, BE IT RESOLVED~~ in consideration of the mutual covenants contained herein, the parties agree that the Agreement authorized by Resolution No. 170 adopted March 16, 2022, is hereby amended to include the above referenced one-year option extension at a fixed yearly rent of **SIXTY-FIVE THOUSAND FIFTY-SIX DOLLARS AND ZERO CENTS (\$65,056.00)** to be known as **CONTRACT EXTENSION No. 2.**

Tenant represents that it is in compliance with all laws of the State of New Jersey, all Ordinances of the City of Atlantic City, including Ordinance No. 24 of 1993 and Executive Order No. 1 of 1993, and will remain so for the term of the Agreement and this Contract Extension No. 2, and failure to continue in compliance shall be deemed a breach of the Agreement and this Contract Extension No. 2.

Tenant cannot assign its rights or obligations under the Agreement without the prior written consent of the **CITY.**

The Contract Extension No.2 is effective as of the date of complete execution hereof.

[SIGNATURE PAGE TO FOLLOW]

~~IN WITNESS WHEREOF~~, the CITY and Tenant have caused this Contract Extension
No.2 to be executed on or as of the day and year first below written.

ATTEST:

CITY OF ATLANTIC CITY

- Paula Geletei

Paula Geletei, City Clerk

By: Marty Small

Marty Small, Sr., Mayor

Date: 4/1/2020

WITNESS:

GILCHRIST ENTERPRISES, INC.

MICHAEL BACHMAN

By: Dennis Steer

President

Date: 2-12-26

The Contract Extension No. 2 is approved as to form and execution.

Date: 3/25/26

By: Peter T. Sallata

Peter T. Sallata, Esq.
Assistant City Solicitor

EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C 17:27

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment; and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor, where applicable, will send to each labor union with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex; and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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CITY OF ATLANTIC CITY
HUMAN RESOURCES
DIVISION

~~The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personal testing conforms to the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable law and applicable Federal court decisions.~~

In conforming with the applicable targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

Company Name: GILCHRIST ENTERPRISE

Name: DEMISE STAMAT

Title: President

Signature: 

Date: 2-12-26

Resolution of the City of Atlantic City

No. 53

Approved as to Form and Legality on Basis of Facts Set Forth

Factual contents certified to by

Assistant City Solicitor /s/ Peter Sallata

Chief Financial Officer/s/ Adetoro Aboderin

Prepared by City Solicitor's Office

Council Members RANDOLPH, SHABAZZ & MARSHALL present the following Resolution:

**RESOLUTION TO APPROVE EXERCISING THE SECOND ONE (1) YEAR OPTION TO
RENEW THE COMMERCIAL LEASE FOR GILCHRIST ENTERPRISES, INC.
(DBA "GILCHRIST RESTAURANT")**

WHEREAS, the City of Atlantic City is the owner of Lot 6 of Block 103, also known as Gardner's Basin; and

WHEREAS, said land is identified on the City's Recreation and Open Space Inventory as open space and therefore subject to the Green Acres restrictions found at N.J.A.C. 7:36-1 et. seq. and Land & Water Conservation Foundation (LCWF) restrictions found at 16 U.S.C. 4601-4 et seq; and

WHEREAS, the City desires to provide amenities at Gardner's Basin to attract public use and enhance opportunities for outdoor recreation at the site; and

WHEREAS, pursuant to Resolution No. 170 of 2022, the **CITY OF ATLANTIC CITY** entered into a Commercial Lease Agreement for the lease of 804 North Rhode Island Avenue, Building #10, Atlantic City, New Jersey 08401 at Gardner's Basin under a fair and open process, with **GILCHRIST ENTERPRISES, INC. (DBA "GILCHRIST RESTAURANT")**; and

WHEREAS, the City of Atlantic City now wishes to exercise the second (2nd) of two (2) one-year options for the Commercial Lease Agreement with **GILCHRIST ENTERPRISES, INC. (DBA "GILCHRIST RESTAURANT")** to **LEASE BUILDING #10** to operate a full-time restaurant; and

WHEREAS, the term of the second (2nd) one-year option is from April 1, 2026, and expires March 31, 2027 with a total annual rental payment of \$65,056.00 to be paid according to the Lease terms; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Atlantic City that the City of Atlantic City is authorized to execute the second (2nd) one-year option of the Commercial Lease Agreement between the City of Atlantic City and **GILCHRIST ENTERPRISES, INC. (DBA "GILCHRIST RESTAURANT")** for a term of one (1) year to lease **BUILDING #10** along the waterfront at Gardner's Basin, which lease shall be approved as to form and execution by the City Solicitor; and

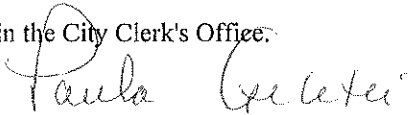
BE IT FURTHER RESOLVED that the successful bidder shall take control of the property in “As Is” condition. The City makes no warranties or representations regarding ANY condition including, without limitation, environmental, mechanical, structural or cosmetic conditions of Gardner’s Basin or any structure or facility located thereon.

March 25, 2026 3:40 PM

DO NOT USE SPACE BELOW THIS LINE													
RECORD OF COUNCIL VOTE ON FINAL PASSAGE													
COUNCIL MEMBER	AYE	NAY	N.V.	A.B.	MOT.	SEC.	COUNCIL MEMBER	AYE	NAY	N.V.	A.B.	MOT.	SEC.
AHMED	X						KURTZ	X					
BAILEY	X						LACCA	X					
CROUCH	X					X	MARSHALL	X					
DUNSTON				X			SHABAZZ	X				X	
RANDOLPH, PRESIDENT								X					
X-Indicates Vote NV-Not Voting AB-Absent MOT-Motion SEC-Second													

This is a Certified True copy of the Original Resolution on file in the City Clerk's Office.

DATE OF ADOPTION: JANUARY 21, 2026



/s/ Paula Geletei, City Clerk