

PRESERVING THE MOULIN ROUGE

*Where some see bees, pigeons, and blight,
others see what could be... a legend..and an
historic light... for future generations.*

Submitted at City Council

Date 7/21/10 Item 69/70

by P. Streetwally



In June, 1955

Just after the Moulin Rouge premiered, powerful Las Vegas voices raised concerns.

Hank Greenspun in his June 1, 1955 "Where I Stand" was eerily prophetic in his concern for the Moulin Rouge.

Bluntly, he warned readers to be realistic and that "there are factions in town... that will not stop to wreck the experiment of the Moulin Rouge."

Pg. 2, WHERE I STAND
WIS - Hank Greenspun
Wed., June 1, 1955

There are few hotels in Las Vegas which can boast of such championship among their staff. Somehow, I cannot put myself in the frame of mind of "they and we,"-the white man and the black man. I thrilled as much to Joe Louis winning the heavyweight championship of the world as I did when Jack Dempsey was on top. And who greets me and makes me feel at home in the Moulin Rouge but my long-time idol, Joe Louis.

Sonny Howell, former star basketball player of the Harlem Globetrotters, and general manager of the new hotel, lights up the place with his big, cheery smile for everyone. Popular Jimmy Gay, longtime Las Vegas resident and one of the fastest trackmen in the Southwest Conference, when he ran for Arkansas State University, is another champion member of the staff.

Mercer Ellington, son of the one and only Duke Ellington, writes the musical scores. Benny Carter, one of the great sax players in the country, is the bandleader and for putting a chorus line together and staging a production, Clarence Robinson has to be "the mostest," for what he has done with the Moulin Rouge show.

I have seen entertainment of every type, kind and description on Broadway, Las Vegas and Patee. There might have been better shows than the Moulin Rouge, but I can't recall any this minute and it's a cinch there were few more lavish or exciting than the dancing of the "Tropi-Can-Can" Revue, the comedy routine of Stump and Stumpey, and the warm singing and friendly personality of the Master of Ceremonies, Bob Bailey. From the men in the light and sound booth at the back of the dining room to every entertainer on the stage, everything about the show is top performance. And it would be criminal negligence if I failed to mention the food served at the Moulin Rouge. There is none finer.

I like the Moulin Rouge Hotel. I like what it stands for. As a citizen of Las Vegas, I appreciate the efforts of the operators and hope they will be most successful.

However, we must be realistic. It is obvious to many people and should be obvious to the Moulin Rouge owners that there are factions in our town, and there is no need to mention names or hotels, who will not stop at efforts to wreck the experiment of the Moulin Rouge. A misleading headline in the Review-Journal, such as appeared this week would lead the whole world to believe that the hotel was involved in a murder, which was untrue, rotten, scurrilous journalism and an attempt to destroy and wreck an institution, and a test which presently is attracting attention throughout the entire country.

Incidents happen all over the town. Some members of the entertainment world have been caught using narcotics in the past and there have been occurrences of violence and even death, but the details were always played down. The other places seem to get away with a lot, which will not be the case here, particularly if certain interests are dedicated to wrecking the interracial experiment.

I am not prepared yet to suggest that certain embarrassing events might be arranged, on purpose; but, if I were an owner of the Moulin Rouge, I wouldn't overlook the possibility. For instance, teenagers in the casino; juveniles smoking marijuana on the grounds, lawsuits alleging all sorts of horrible things about the hotel.

For six months, though, the Moulin Rouge rocked Las Vegas with extravagant entertainment, gargantuan hospitality, and superior cuisine.

As the first racially integrated casino/hotel in the United States, it drew mega stars as well.





**The Moulin Rouge Boasted the Largest Showroom
and a GREAT 2 AM Show in a Competitive Economy**

Was Hank Greenspun Correct? Was it marked from the start?



In less than six months the doors were closed. Several theories circulated, but no definitive answer has been given in 55 years.

However, we know that the Moulin Rouge was an enormous triumph; it successfully integrated whites and blacks; superstars like the Rat Pack, Milton Berle, and scores of others reveled in the ambience into the wee hours before dawn.

And...it was not on The Strip, especially during a time when the economy was weakening.

So, though some wonder who dimmed the lights and locked the doors, most agree that there were many suspects, both jealous and fearful.

1960 Announcement Desegregating the Strip

- ▣ Though sometimes dormant as a casino and hotel, the Moulin Rouge has persevered through the decades to become a landmark for racial justice and equality. In March, 1960, numerous dignitaries met in the Moulin Rouge coffee shop to “shake hands” in an agreement to permit blacks access to major casinos on The Strip.
- ▣ Other significant meetings took place at the Moulin Rouge through the 90’s as well.

The 80's and 90's

- ▣ Sarann Knight Preddy and her husband Joe brought back the Moulin Rouge in many ways. Lively entertainment, good food, and global hospitality kept the Moulin Rouge in the forefront of Las Vegas nightlife, social events, and politics for 13 years, from 1985 until 1998.

This dynamic duo proved that the Moulin Rouge could still compete with The Strip's major money and power during that time and capture downtown and the world to the historic Westside.

Other celebrations!

SERIOUS ATTENTION WAS GIVEN
TO MATTERS AFFECTING BLACKS



WEDDINGS AND PARTIES WERE
AMONG THE FARE AS WELL



FIRE STRIKES!

The 2003 Fire destroyed much of the Showroom but left special symbols intact. A structural engineering report would determine that there were no evident structural safety issues.

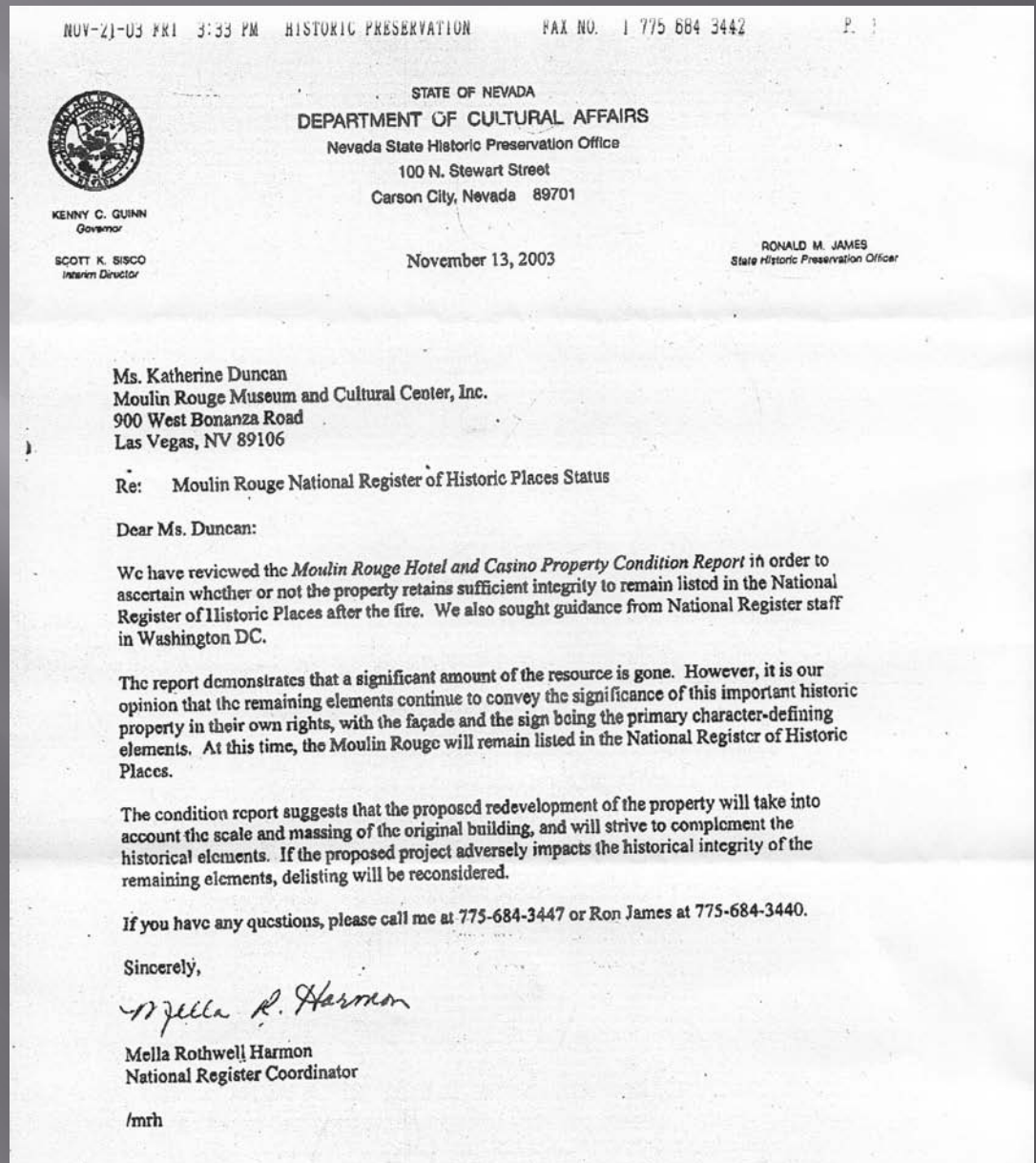
Moulin Rouge nearly loses its historic site listing in 2003.

In 2003, the Moulin Rouge nearly lost its status as an historic place on the National Register of Historic Places.

The Moulin Rouge Museum and Cultural Center retained experts to respond to the concerns and saved the listing.

HOWEVER, at that time, Ms. Harmon, National Register Coordinator, forewarned that if proposed redevelopment "adversely impacts the historic integrity of the remaining elements, delisting will be reconsidered."

Review Journal reporter Alan Choate verified this risk in his story of June 29, 2011, and that the return of the sign would not be sufficient to retain the listing.



The Moulin Rouge Sign is Removed only Days before another **FIRE!**

This time a fire in 2009 took out another portion of a casino site that had outlasted all other major casinos in Las Vegas and had received more attention than many of them combined!

HOWEVER, THE MAIN SHOWROOM AREA,
THE TARGET OF THE 2003 ARSON ATTACK
WAS NOT INVOLVED IN THIS LATEST FIRE.

Burning questions still smolder: Why the fire?
Why the almost immediate call to demolish? And
why the bypass of investigative and robust
discussion to preserve The Moulin Rouge's rightful
presence in the community and history?

Today, the Moulin Rouge has endured much abuse and disregard. Though it has been pictured as blight, others have seen its potential. The following pictures will demonstrate that POTENTIAL for those who will but take that moment before irreversible damage is done by demolition and causing the property to be virtually worthless in this depressed economy

Value is in the Eye of the Camera and the Choice of Words

GRAINY, ASHY PHOTOS

LED TO A VOTE TO DEMOLISH THE
MOULIN ROUGE

- ▣ The photos that follow will provide a different perspective on the Moulin Rouge remnants
- ▣ Photos courtesy of Don Walker
- ▣ NOTE the numerous elements that shout for preservation!

CHOICE OF WORDS CAN SWAY
OPINION BY SELECTION, DELETION
AND EVEN MISINFORMATION

- ▣ Exhibit A-Work Description did not mention the gems contained within and part of the remaining structure.
- ▣ Exhibit A failed to mention that a 77 foot tower would have had to have been built to stand alone with sufficient footing for stability.
- ▣ Exhibit A falsely led the reader to believe that the 2009 fire caused more damage to this portion of the Moulin Rouge.

Note the strong siding which could be crafted as a sanctuary edge!
(All photos, by the way, were taken on June 23rd after the HPC meeting.)



The star burst façade symbolizing enduring hope by Westsiders should be preserved!



Envision! (and this is a tower that cannot stand alone?)



Careful reading will show the enduring lettering
impression: “Café Rouge”
A Keeper for History!



Amid some rubble that could be cleared and the area cleansed stands three signature pylon pillars representing the strength and resilience of the community these past 55 years, as symbolized in the Moulin Rouge.



You have been shown the Moulin Rouge in its worst light, absent any redeeming qualities and need for preservation.

Hopefully, this brief presentation will give you needed pause.

Remember, once the remnants are pulverized, the major components of a most historic site cannot be recovered.

At stake is the historic designation as it almost lost that after the 2003 fire. The Moulin Rouge sign was not enough to satisfy the federal organization. Thus, a structural engineer report saved that listing and attested to the overall structural integrity.

Finally, not only would the Westside lose another and its most important landmark, the land may yield relatively little value in this current economic climate. Whoever purchased this land, might be regrettably tainted with the reputation as the owner who buried the Westside's grandest lady.

It is hoped that you will at least consider an independent engineering report and provide a local architect with an opportunity to show profitable ways to retain the image of the Moulin Rouge in a tangible fashion for future generations.

Should not Las Vegas, *now in its second century*, emulate other major civilizations and cities around the world and appreciate that which made it a great metropolitan center?



THANK YOU FOR YOUR ATTENTION TO THIS URGENT MATTER

As a final note, the complete, rich Moulin Rouge history was impossible to convey in this relatively short presentation, including the various facets and stories told a thousand ways by thousands of people.

Special thanks to the Moulin Rouge Museum and Cultural Center; UNLV and State Museum images, Marie McMillan, and Don Walker's brilliant photography.

Supplemental Documents

Moulin Rouge

Appeal

July 21, 2010

*Letter from Mahlon Chute, doctoral candidate whose dissertation focused on West Las Vegas and volunteer website director for the Moulin Rouge Museum and Cultural Center

*Copy of the engineering report alluded to in the Power Point Presentation (M.A. Engineering, Inc.; May 30, 2003) *Note: the portion of the property referenced in this report was not damaged in the 2009 fire.*

*Memo and documentation regarding the reported 99-year lease on the property by the State of Nevada for a Moulin Rouge Museum

Submitted at City Council
Date 7/21/10 Item 69/70
by Patricia Herschowitzky

Mahlon W.L. Chute
520 43rd Street
Richmond, CA 94805
(510) 220-6219

July 20, 2010
Ms. Beverly K. Bridges, City Clerk
400 Stewart Avenue
Las Vegas, NV 89101

Please accept this letter in support of Patricia Hershwitzky's Letter of Appeal of the Historic Preservation Committee's Vote to Approve HPC 38520, as heard at the June 23, 2010 Historical Preservation Committee meeting:

I first visited the Moulin Rouge in 1999, a member of a visit by the Society of Architectural Historians. Since that first encounter the Moulin Rouge has continued to be a source of fascination and inspiration. I am currently completing an urban history of segregation in Las Vegas as my doctoral dissertation, of which the Moulin Rouge plays a significant role. It has been my deep regret to hear of the action taken by the Las Vegas Historic Preservation Committee's vote to approve demolition of the Moulin Rouge façade and tower. Having narrowly escaped destruction by two tragic fires, it is both amazing to me that these most significant exterior architectural details have thus far survived destruction, yet disheartening to learn of their continued disregard.

While the historic substance of the Moulin Rouge includes having been the first racially integrated resort in Las Vegas and the site of the 1960 Moulin Rouge Agreement, the hotel also profoundly affected the social, economic, and political fabric of West Las Vegas and the city as a whole. The location of the Moulin Rouge on the edge of the Westside reflected the desire of casino investors to exploit capital from the Westside community, and marked the first successful attempt to open an integrated hotel and casino in Las Vegas. Advertising publicity by the hotel challenged and altered the face of tourism in Las Vegas and beyond. And professional African Americans employed by the hotel moved to West Las Vegas and altered the social make-up of the Westside, settling in communities like Berkeley Square, and significantly contributed to the Civil Rights agenda during the mid-50s onward. The Moulin Rouge remains a vital monument to these and other important social, political, and economic changes.

The Moulin Rouge Hotel also contributed to the historic material culture of Las Vegas, having appeared in a variety of publications, imagery, advertising, and use in films such as Martin Scorsese's "Casino". Significant to the visual culture of the Moulin Rouge is the image of the African American female as a showgirl and performer. It is important to note that employment at the Moulin Rouge

redefined the image and persona of African Americans working in the entertainment spaces of Las Vegas. More broadly, the Moulin Rouge had an impact on both the image of African Americans locally and nationally, highlighted by the cover of Life Magazine (June 1955), publicity imagery, and boasting the first line of African American showgirls.

Today the architectural remains are important remnants of the work of local architects Walter Zick and Harris Sharp, and to Las Vegas mid-century modern architecture. The Moulin Rouge is representative of Zick and Sharp's attention to function, complicated arrangements of space and volumes, the color and shape of the desert landscape, modern aesthetics, and responsiveness to local materials. The surviving architectural elements constitute the media and public image of the hotel, as it was reproduced in postcards and advertising imagery. What remains is the architectural essence of the Moulin Rouge, the greatest concentration of exterior spectacle, including Betty Willis' famous Moulin Rouge neon sign (now at the Neon Museum), pylon tower, street façade, red and gold mosaic columns, and concrete starburst wall, among other details - in other words, the iconic face of the resort.

Furthermore, and with regard to the listing on the National Register of Historic Places, the Moulin Rouge remains a socially meaningful place both for its connection to the Las Vegas civil rights struggle, as well as being a strategically selected location to hold the Moulin Rouge Agreement press conference in 1960. Demolition of the remaining structures will cause the National Park Service to de-list the site; an unnecessary action since those architectural elements that maintained the listing after the 2003 fire were hardly damaged during the 2009 blaze. As the structural integrity of the façade and tower were reinforced after the 2003 fire, approved by the National Park Service, and not structurally compromised in the 2009 fire, it would seem that there would be little reason to justify the wholesale destruction of the façade or tower.

For these reasons, and others too numerous to account in this brief letter, I urge the City Council of the City of Las Vegas to reconsider the Historic Preservation Committee's vote to approve HPC 38520.

Sincerely,

Mahlon W.L. Chute
Ph.D. Candidate
History of Art and Architecture
University of California, Santa Barbara



STATE OF NEVADA
DEPARTMENT OF CULTURAL AFFAIRS

Nevada State Historic Preservation Office

100 N. Stewart Street

Carson City, Nevada 89701

WY C. GUINN
Governor

WTT K. SISCO
Historic Preservation Director

November 13, 2003

RONALD M. JAMES
State Historic Preservation Officer

Ms. Katherine Duncan
Moulin Rouge Museum and Cultural Center, Inc.
900 West Bonanza Road
Las Vegas, NV 89106

Re: Moulin Rouge National Register of Historic Places Status

Dear Ms. Duncan:

We have reviewed the *Moulin Rouge Hotel and Casino Property Condition Report* in order to ascertain whether or not the property retains sufficient integrity to remain listed in the National Register of Historic Places after the fire. We also sought guidance from National Register staff in Washington DC.

The report demonstrates that a significant amount of the resource is gone. However, it is our opinion that the remaining elements continue to convey the significance of this important historic property in their own rights, with the facade and the sign being the primary character-defining elements. At this time, the Moulin Rouge will remain listed in the National Register of Historic Places.

The condition report suggests that the proposed redevelopment of the property will take into account the scale and massing of the original building, and will strive to complement the historical elements. If the proposed project adversely impacts the historical integrity of the remaining elements, delisting will be reconsidered.

If you have any questions, please call me at 775-684-3447 or Ron James at 775-684-3440.

Sincerely,

Mella Rothwell Harmon
National Register Coordinator

/mrh



M.A. Engineering, Inc.

Structural Engineering Consulting

May 30, 2003

CBC Financial Corporation
Moulin Rouge Hotel & Casino
Desert Garden Condominiums

Attention: Mr. Bart Maybie

Subject: Front Wall & Sign of the Moulin Rouge

Dear Mr. Maybe

Pursuant to your request, a site visit was made to the project listed above to investigate the stability of the **front sign of the Moulin Rouge and other historical elements related to the casino** subsequent to the devastating fire that took place on the property recently. In the presence of the staff from ATF and Precision Construction and after careful study of the existing conditions, we have reached the following conclusions:

- 1- **The existing tower:** seems to be stable as is, since the fire did not cause any damage to its structural element. No further action is required
- 2- **The front sign" The Moulin Rouge":**. The sign by itself is stable and in good condition, but we required additional braces for the 2 walls supporting the sign as per the attached details.
 - The north wall is a CMU wall which remains in good condition.
 - The south wall is a wood stud wall which appears to be in good condition since the fire did not cause any damage to its structural element

The braces are required to keep the structural assembly in stable condition as a system. These braces cannot be removed with out the recommendation fom a structural engineer licensed in the state of Nevada.

- 3- **The office building West of the sign:** Regarding the two-story building, Type V construction:
 - The upper level needs to be demolished as soon as possible since it is not stable to stand up alone as is.
 - In the lower level of the building there are **3 round concrete columns with red stone finish**; these seem to be stable with good structural integrity to stand up alone after the removal of the upper level, and the need to remain in place.
 - **The North wall of the lower level with stone finish** appears to be stable and undamaged, but we recommend further observation by our office to salvage that wall after the removal of the upper floor. We will provide the required braces if needed.



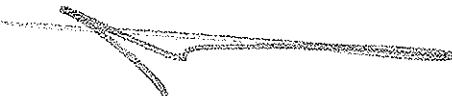
M.A. Engineering, Inc.

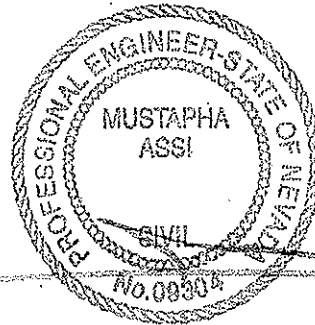
Structural Engineering Consulting

- 4- **The rest of the building** seems to be severely damaged by the fire and we recommend complete demolition since it is unstable as is.

If you have any questions please contact our office.

Sincerely
M.A.Engineering, Inc.


Mustapha Assi.P.E.
Principal



5/30/03

July 21, 2010

From: Patricia Hershwitzky

To: Las Vegas City Council

Re: 99 Year Lease Purchased with State Funding for a Moulin Rouge Museum

The attached receipt verifies the existence of an agreement between the State of Nevada Commission for Cultural Affairs and the then Moulin Rouge Preservation Association. This document was retrieved today for supplemental documentation to the appeal against demolition of the Moulin Rouge.

However, the funding agreement is 15 pages, and it is my understanding that this original document does **not** provide actions by owners and the state as owners changed hands over time.

In other words, it would provide only a partial understanding and series of events and decisions and would only serve as a baseline.

Also, it has been told to me is that the title was once cleared of the lien by the State for this lease, in error, and then re established.

So, there are at least remaining questions about the 99-year lease for the establishment of a museum which would encompass the Moulin Rouge remains. Moreover, from what I can glean, the State would have some input as to the resolution of the matter now before the City Council.

At the very least, based on this point alone, the City Council should uphold the appeal and/or provide ample time to investigate the status of the 99-year lease likely through the state and legal expertise.



Debbie Conway
Clark County Recorder
(702) 455-4336

Aptitude
Clark County, NV Transaction #: 492813
Receipt #: 433387
Cashier Date: 07/21/2010 8:47:12 AM
(GLORD)



Print Date:
07/21/2010 8:47:09
AM

Customer Information	Transaction Information	Payment Summary
PATRICIA HERSHWITZKY ()	Received: WALK-IN Returned: PICKUP Type: Search Track #: Bin #:	Total Fees \$15.00 Total Payments \$15.00

1 Payments

CASH	\$15.00
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0 Recorded Items

1 Search Items

 <u>(AGREE) AGREEMENT</u>	<i>Instrument #:199508300001597 BK/PG: 0/0 Date:08/30/1995</i> <i>1:06:14 PM</i> <i>From: COMMISSION FOR CULTURAL AFFIARS NEV</i> <i>To: MOULIN ROUGE PRESERVATION ASSOCIATI</i>		
Copy Fee (1) Copy	15		\$15.00

0 Miscellaneous Items

COMMISSION FOR CULTURAL AFFAIRS FUNDING AGREEMENT

1 This Agreement is made and entered into between the State of Nevada,
2 acting by and through its Commission for Cultural Affairs hereinafter referred
3 to as "STATE", and Moulin Rouge Preservation Association Inc.
4 _____ hereinafter
5 referred to as "APPLICANT". This Agreement is entered into pursuant to
6 the authority contained in NRS 233C.200.

7 Affixed to and made a part hereof are the following attachments.

8 / X / ATTACHMENT A - Scope of Work/Budget

9 / X / ATTACHMENT B - Covenants

10 / X / ATTACHMENT C - Assurances

11 / X / Attachment D - Lease Agreement

12 WHEREAS, the STATE will administer a State Bond grant-in-aid in an
13 amount of \$250,000.00 to assist in the restoration and
14 construction of the Historic Moulin Rouge Museum and
15 cultural center.

16 NOW, THEREFORE, the APPLICANT in undertaking this project agrees to:

- 17 1. Duty and faithfully comply with the terms and conditions of this
18 Agreement, all applicable Federal and State laws.
- 19 2. At all times during regular business hours or at an agreed to
20 time and as often as the STATE requires, permit authorized representatives
21 of the State full and free access to the project and to the accounts,
22 records, and books of the APPLICANT relative hereto, including
23 the right to make transcripts from such accounts, records and
24 books. Such accounts, records and books must be retained for
25 three (3) years after the completion of the project.
- 26 3. Indemnify and save and hold the STATE, its agents and employees
27 harmless from any and all claims, causes of action or liability
28 arising from the performance of this Agreement.
- 29 4. Provide the STATE with progress reports in a format prescribed
30 by the STATE on 12/15/94 and 04/15/95 and during the term of this
31 Agreement and any amendments thereto. A final completion report
32 shall be submitted by the APPLICANT in a format prescribed by

RETURN TO

Donner, Denise, 56300, C-1000, 8 Moins
720 S 4TH ST #300
LV, NV 89101

Submitted at City Council

Date 7/21/10 Item 69/70

By: *Ky Patricia Hardisty*

RECEIVED
NOV 16 1994

Division of Historic Preservation
and Archeology

1 the STATE within sixty (60) days of the completion of the project
2 named herein.

3 5. Maintain:

4 a. An accurate record of all expenditures related to the project.

5 Records must be supported by source documentation. Audits
6 may be required by the STATE. Such audits shall be at the
7 expense of the applicant and are considered an allowable
8 project cost.

9 b. A special account for the project so that an exact itemization
10 of project expenditures can be submitted by check number
11 along with copies of cancelled checks and itemized invoices.

12 c. A comparison of actual expenditures with budget amounts
13 for the Agreement.

14 6. Notify the STATE immediately in writing of problems or changes
15 in scope of work, budget, product, and performance reporting.
16 No changes can be made without prior written approval from the
17 STATE.

18 7. Following the notification of the grant award and before work
19 begins, APPLICANT will attend a project conference with the STATE.
20 It is the responsibility of the APPLICANT to coordinate the conference
21 date and time.

22 THEREFORE, the parties to this Agreement acknowledge and will comply
23 with the following general terms:

24 1. Payment of the grant shall be made upon compliance with the terms
25 of this Agreement.

26 a. An inspection by the STATE to ensure that work has been
27 completed satisfactorily in accordance with the terms of
28 the Agreement.

29 b. The submission of satisfactory progress reports as referred
30 to above.
31
32

- c. The submission of a Certificate of Eligible Actual Costs/Request for Reimbursement which must be executed by the person in charge of the project. The request shall be accompanied by copies of all original bills from contractors, suppliers and vendors. Proof of payment of those bills will be required at the close of the grant period. A progress report must accomplish all requests for reimbursements.
 - d. The STATE may, at its discretion retain ten percent (10%) of the STATE'S Contribution to the project. When the final completion report and Proof of payment of all bills and cancelled checks has been received and approved in writing by the STATE, the funds retained will be paid to the APPLICANT.
 - e. Progress payments may be made at the discretion of the STATE upon the completion of distinct phases of work provided that the above-mentioned conditions have been met for each phase of work.
 - f. The making by the STATE of any progress payment shall not constitute nor be construed as a waiver by the STATE of any breach of covenant or any default which may exist on the part of the APPLICANT, nor shall any such breach or default, impair or prejudice any right or remedy available to the STATE.
2. In any news release or printed material describing or promoting the grant project or any material produced as a result of the grant, appropriate credit shall be given to the STATE by the phrase, "This project has been funded with the assistance of the State of Nevada Commission for Cultural Affairs".
 3. The STATE or the APPLICANT may terminate this Agreement in whole, or in part, when both parties agree that the continuation of the project will not produce beneficial results commensurate with the further expenditure of funds. The two parties must both agree in writing upon the termination condition, including

the effective date, and in the case of partial termination, the portion to be terminated.

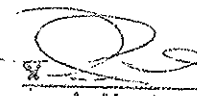
4. If the APPLICANT fails to comply with any of the terms of this Agreement, the STATE shall have the right to cancel this agreement without the consent of the APPLICANT and to file suit, in law or equity. The purpose of the suit shall be to cause the APPLICANT to cure said violations or to obtain the return of funds granted to the APPLICANT by the STATE. Such suit may be brought in the District Court of the county in which the property is located.
5. The commencement date for all work to be performed under this Agreement is 10/1/94. The termination date is 6/10/95. No work performed at any time other than described in this paragraph shall be considered as an eligible activity for reimbursement purposes. All requests for reimbursement must be submitted to the STATE no later than 7/15/95. Requests that have not been received at the office of the STATE by this date shall not be paid pursuant to this funding Agreement.
6. This funding Agreement shall be construed and interpreted according to the laws of the State of Nevada.
7. All work conducted by the APPLICANT shall be assessed by the staff of the Commission for Cultural Affairs for adequacy of performance. If work does not meet the terms of this Agreement, the APPLICANT shall remedy the work even if that requires the expenditure of funds other than those contributed to the project by the Commission for Cultural Affairs.
8. The APPLICANT agrees to revert to the STATE all funds contributed to the project by the Commission for Cultural Affairs if the terms of this Agreement are not met by the APPLICANT or if the APPLICANT violates any section of NRS.

9. Under the terms of this Agreement the APPLICANT warrants that
he shall not discriminate nor allow discrimination against any
employee based on race, color, religion, ancestry, gender, national
origin or disability. The APPLICANT shall permit the STATE access
to his records of employment advertisements and other pertinent
data relative to this provision.

IN WITNESS WHEREOF, the parties hereto have caused this funding Agreement
to be signed and intend to be legally bound thereby entered into this
day of 11/17, 1994.

DEPARTMENT OF MUSEUMS, LIBRARY
AND ARTS

State Historic Preservation Office


Applicant

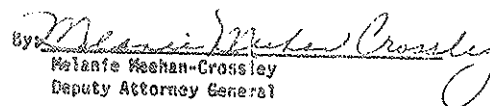
Title


Ronald W. James,
State Historic Preservation Officer

11/17/94
Date:

REVIEWED AS TO FORM ONLY:

Frankie Sue Del Papa
Attorney General


Melanie Meshan-Crossley
Deputy Attorney General

ATTACHMENT A
SCOPE OF WORK/BUDGET

Participant: Moulin Rouge Preservation Association

Project Title: Moulin Rouge Museum and Cultural Center

Termination Date: 6/30/95 I.D. No. CCA-93-8

PROJECT COSTS

CCA Assistance:	\$ 250,000.00
Participant	75,100.00
Other (Specify Source): In Kind Donated Labor	149,200.00
Total:	\$ 474,300.00
Itemized Budget:	

Building Shell Roof Repair	\$75,000.00
Sitework (Between Bldg & Street only)	
Parking (lighting, resurface, Curbing)	\$100,000.00
Landscaping (Front edge - Street)	\$30,000.00
Museum - 2,400 sf @ 50/SF	\$120,000.00
20 x 25 plumbing & Electric demolition, ceiling and floors	
Signage -- Rehab signage on Street and Tower	\$20,000.00
Subtotal	\$345,000.00
10% Contingency	\$34,500.00
Subtotal	\$379,500.00
Professional Fees (7%)	\$26,500.00
Subtotal	\$406,000.00
General Conditions (5%)	\$20,300.00
Subtotal	\$426,300.00
First and Last months Rent (99 year lease) @24,000.00 per month	\$48,000.00
Total	\$474,300.00

ATTACHMENT A
Project Scope (Description of Proj.) SCOPE OF WORK/BUDGET

Under this grant, the following work will be completed:

Make one-time payment of \$48,000 to lease Area A for 99 years.

Repair roof of casino.

Rehabilitate signage on front of building. Reinstall Moulin Rouge sign on tower.

Rehabilitate Area A of casino which will house the museum. Demolish interior walls. Install new ceiling, new drywall on walls, and new floors. Install new windows and doors.

Install HVAC, electrical, and plumbing systems in Area A. Rehabilitate restrooms to meet ADA requirements.

Resurface parking area. Landscape area in front of building and along street. Install lighting in parking lot.

Final plans must be submitted and approved by the State Historic Preservation Office.

ATTACHMENT B

COVENANTS

1 These Covenants are made and entered into between the State of Nevada,
2 acting by and through the Commission for Cultural Affairs, hereinafter
3 referred to as "STATE" and Moulin Rouge Preservation Association
4 hereinafter referred to as "APPLICANT", for the purpose of the of the property
5 known as Historic Moulin Rouge Hotel & Casino,
6 which is owned in fee simple by the APPLICANT.

7 The property is comprised essentially of grounds, collateral, appurtenances,
8 and improvements. The property is more particularly described as follows:
9 [cite references, including repository, book, and page number(s)].

10 See EXHIBIT "A"

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12
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15 In consideration of the sum \$250,000.00 received
16 in grant-in-aid assistance from the STATE, the APPLICANT hereby agrees
17 to the following for a period of ending October 1, 2014.

- 18 1. The APPLICANT agrees to assume the cost of the continued maintenance
19 and repair of said property so as to preserve the architectural,
20 historical, cultural and/or archeological integrity of the same,
21 in order to protect and enhance those qualities which make it
22 historically significant as determined by the State Historic
23 Preservation Officer, hereinafter referred to as "SHPO".
- 24 2. The APPLICANT agrees that no visual or structural alterations
25 will be made to the property without prior written permission
26 of the SHPO.
- 27 3. The APPLICANT agrees that the STATE, its agents and designees,
28 shall have the right to inspect the property at all reasonable
29 times, in order to ascertain whether or not the conditions of
30 these covenants are being observed.
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4. The APPLICANT agrees that when the property is not clearly visible from a public right-of-way or includes interior work assisted with State of Nevada, Commission for Cultural Affairs grant funds, the property will be open to the public no less than twelve (12) days a year on an equitable spaced basis and at other times by appointment. Nothing in these Covenants will prohibit the APPLICANT from charging a reasonable, nondiscriminatory admission fee, comparable to fees charged at similar facilities in the area.
5. The APPLICANT further agrees that when the property is not open to the public on a continuing basis, and when the improvements assisted with State of Nevada Commission for Cultural Affairs grant funds are not visible from the public way, notification will be published for three consecutive working days, no less than one week prior to the opening date in one newspaper of general circulation in the community area in which the property is located. The advertisement shall give the dates and times when the property will be open. Documentation of such notice will be furnished annually to the SHPO during the term of these Covenants.

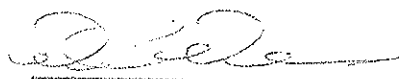
These restraints shall run with the property and are binding upon the APPLICANT and any and all successors, heirs, assignees, or leasees.

The STATE shall have the right to file suit in law or equity, if the APPLICANT violates any of the restraints of these Covenants. The purpose of the suit shall be to cause the APPLICANT to cure said violations or to obtain the return of funds granted to the APPLICANT by the State of Nevada Commission for Cultural Affairs.

The APPLICANT shall record these Covenants in the Recorder's Office of the county in which the subject property is located. The STATE'S obligations with regard to the subject property shall not become effective until the APPLICANT has furnished to the STATE satisfactory proof of the aforementioned recordation.

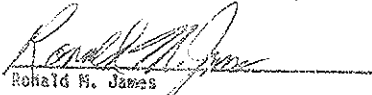
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These Covenants are entered into this 17 day of November, 1994.



Applicant Wendell P. Williams

Department of Museum, Library, and Arts



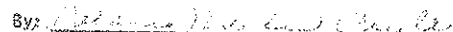
Ronald M. James

State Historic Preservation Officer

11/17/94
Date

REVIEWED AS TO FORM ONLY:

Frankie Sue Del Papa
Attorney General

By: 

Melanie Meehan-Crossley
Deputy Attorney General

ATTACHMENT C

CIVIL RIGHTS ASSURANCE
(Title VI, Civil Rights Act of 1964)

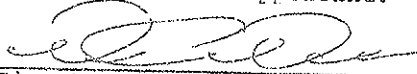
As the authorized representative of the applicant, I certify that the applicant agrees that, as a condition to receiving any public financial assistance from the State of Nevada, it will comply with all Federal laws relating to nondiscrimination. These laws include, but are not limited to: (a) Title VI of Civil Rights Act of 1964 (42 U.S.C. 2000d-1), which prohibits discrimination on the basis of race, color, or national origin; (b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicap; (c) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 et. seq.), which prohibits discrimination on the basis of age; and applicable regulatory requirements to the end that no person in the United States shall, on the grounds of race, color, national origin, handicap or age, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the applicant. THE APPLICANT HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE shall apply to all aspects of the applicant's operations including those parts that have not received or benefitted from public financial assistance.

If any real property or structure thereon is provided or improved with the aid of public financial assistance extended to the Applicant by the Commission for Cultural Affairs, this assurance shall obligate the Applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the public financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligated the Applicants for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the Applicant for the period during which the public financial assistance is extended to it by the State of Nevada.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all publically funded grants, loans, contracts, property, discounts or other public financial assistance extended after the date hereof to the Applicant by the State of Nevada, including installment payments after such date on account of applicants for public financial assistance which were approved before such date.

The Applicant recognizes and agrees that such public financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the State shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Applicant, its successors, transferees, assignees, and subrecipients and the person whose signature appears below who is authorized to sign this assurance on behalf of the Applicant.



Signature of Authorized Official

President

Title

Woods River Preservation Ass.

Applicant/organization

11-4-94

Date

Applicant/organization Mailing Address:

EXHIBIT "A"

Legal Description

[Moulin Rouge]

That portion of the Northeast Quarter (NE 1/4) of the Southeast Quarter (SE 1/4) of Section 28, Township 20 South, Range 61 East, M.D.B. & M., more particularly described as follows:

COMMENCING at the Southeast corner of the Northeast Quarter (NE 1/4) of the Southeast Quarter (SE 1/4) of said Section 28 as shown on Record of Survey Map, File 3, Page 44 in the Office of the County Recorder, Clark County, Nevada; thence North 02°50'40" East along the East line of said Section 28 a distance of 50.09 feet to a point on the Northerly right-of-way line of Bonanza Road; thence South 89°18'00" West along said Northerly right-of-way line a distance of 300.00 feet to the Southeast corner of that certain parcel of land conveyed to Wallace Theron Petersen et. ux. by deed recorded October 11, 1944 as Document No. 187391 of said County Records; thence continuing South 89°18'00" West along said Northerly right-of-way line a distance of 492.86 feet; thence North 44°18'00" East a distance of 40.65 feet; thence North 45°42'00" West a distance of 226.02 feet; thence North 01°24'00" East a distance of 146.30 feet; thence North 89°18'00" East a distance of 384.43 feet; thence North 00°42'00" West a distance of 66.65 feet to a point on the Southerly line of that certain parcel of land conveyed to Douglas Spencer and Associates, Ltd., described as Parcel 1 in the deed recorded April 30, 1965 as Document No. 501362 of said Official County Records; thence North 89°18'00" East along the South line of said parcel and its Easterly prolongation a distance of 295.27 feet; thence South 01°24'00" East a distance of 66.68 feet; thence North 89°18'00" East a distance of 79.73 feet to a point lying 150.00 feet West of the West line of "H" Street as described in the deed between Leroy Corporation and the City of Las Vegas, recorded June 21, 1963 as Document No. 366484 of said Official County Records; thence South 01°24'30" East along a line parallel with and distant 150.00 feet from the Westerly right-of-way line of the aforementioned "H" Street a distance of 194.80 feet; thence south 89°18'00" West along the line parallel with and distance 140.00 feet from the North right-of-way line of Bonanza Road a distance of 140.82 feet to the Northeast corner of the aforementioned parcel of land conveyed by Document No. 187391; thence South 00°42'00" East along the East line of said parcel a distance of 140.00 feet to the TRUE POINT OF BEGINNING.

ATTACHMENT D
DEANER, DEANER, SCANN, CURTAS & MALAN

Charles W. Deaner
James William Scann
John A. Curtas
Douglas R. Malan

A PROFESSIONAL CORPORATION
720 South Fourth Street, Suite 300
Las Vegas, Nevada 89101

J. Douglas Deaner (1944-1990)

Telephone (702) 382-6911
Fax (702) 386-0654
Fax (702) 386-0048

Steven J. Mark

November 3, 1994

James E. Walker
Moulin Rouge Hotel & Casino
900 West Bonanza Road
Las Vegas, Nevada 89106

RECORDER'S MEMO
POSSIBLE POOR RECORD DUE TO
QUALITY OF ORIGINAL DOCUMENT

Re: Moulin Rouge Preservation Association

Dear Mr. Walker:

This letter will serve as our written agreement memorializing the terms by which the owner of the Moulin Rouge Hotel & Casino, Moulin Rouge, Ltd., a Nevada Limited Partnership, agrees to a ninety nine (99) year lease of certain portions of the premises owned by the Moulin Rouge, Ltd., located at 900 West Bonanza Road, Las Vegas, Nevada 89106, for the exclusive use, possession and enjoyment of the Moulin Rouge Preservation Association, throughout the term of this lease.

Furthermore, this agreement shall give to the Association the right to construct, use and maintain a 2400 square foot area to be hereinafter referred to as Unit A, 900 West Bonanza Road, Las Vegas, Nevada, and other areas to be agreed upon between the parties on the subject premises, exclusively for the purpose of maintaining the Moulin Rouge Hall of Fame Museum on this site.

In exchange for the exclusive use and occupancy of the above areas, the Association agrees to pay to Moulin Rouge, Ltd., a yearly rent in the amount of \$24,000.00 for the aforementioned ninety nine year lease. This sum shall be paid either in monthly or yearly increments, depending upon the future agreement of the parties. The first and last years rent, i.e. \$48,000.00, is to be paid in full at the time of signing of this lease agreement. Subsequent yearly rents will be donated to the Moulin Rouge Preservation Association by Moulin Rouge, Ltd., the Lessor of the premises. All covenants, conditions, restrictions and usage requirements placed upon the premises by the Moulin Rouge Preservation Association, the Nevada Cultural Affairs Commission, or any other State of Nevada governmental agency shall be applicable only to the Moulin Rouge Preservation Association in the portion of the building occupied and leased by the Moulin Rouge Preservation Association, pursuant to this lease. These covenants, conditions, restrictions or usage requirements imposed upon the Moulin Rouge Preservation Association shall not apply to Moulin Rouge, Ltd., or its use, occupancy and ownership of any other portion of the premises owned by Moulin Rouge, Ltd. and not leased to the Association.

James E. Walker
November 3, 1994
Page Two

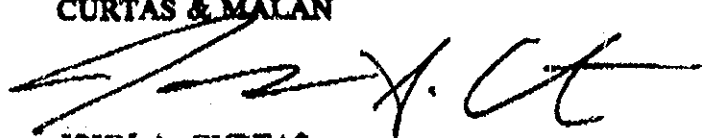
The Association agrees to assist Moulin Rouge, Ltd. in the capital improvements necessary to construct and maintain both the Hall of Fame Museum, as well as the Moulin Rouge cultural center. All upkeep and maintenance of the Hall of Fame Museum will be the exclusive responsibility of the Association, and funds for this maintenance and upkeep shall be administered by the Association in accordance with its budget.

If you are in agreement with the terms of this letter, kindly execute the bottom of this document and return the original to me. I will then have it executed by Ms. Katherine Duncan, the Executive Director of the Association.

Please call me if you have any questions or comments.

Very truly yours,

DEANER, DEANER, SCANN,
CURTAS & MALAN

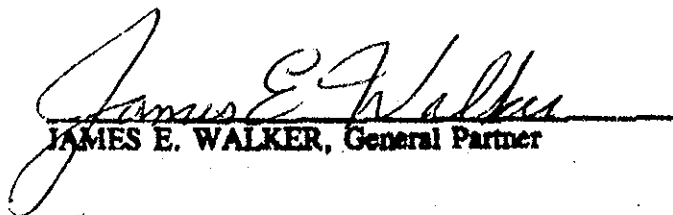


JOHN A. CURTAS
Attorney for the Moulin Rouge
Preservation Association

RECORDER'S MEMO
POSSIBLE POOR RECORD DUE TO
QUALITY OF ORIGINAL DOCUMENT

READ AND APPROVED this 3 day of November, 1994.

MOULIN ROUGE, LTD.



JAMES E. WALKER, General Partner

MOULIN ROUGE PRESERVATION ASSOCIATION



WENDELL P. WILLIAMS, President

CLARK COUNTY, NEVADA
JUDITH A. VANDEVER, RECORDER
RECORDED AT REQUEST OF:
DEANER DEANER ET AL

08-30-95 13:06 TML 15

BOOK: 950830 INST: 01597

FEE: 21.00 RPTT: .00

PETITION TO PRESERVE THE MOULIN ROUGE

We support the redevelopment of the Moulin Rouge because it will bring business, people, traffic, jobs, and money into our community.

Business Name

Address

Penske Truck Leasing 1132 W. Bonanza Rd.

CHAMPS 1420 W. BONANZA Rd

NATIONAL ALTERNATOR & STARTER - 612 N. M.L.K. BLVD.

ANDRE JOHNSON 6375 FELICITAS AVE LV NV 89122

DOYNE MEDICAL 1706 W BONANZA

1720 W. Bonanza
Little Annie's Day Care Las Vegas NV. 89106.

1720 W. Bonanza Bldg D3
Leopoldo Fielding Las Vegas NV. 89106

1720 W. Bonanza Bldg I D56
Carla Fielding Las Vegas NV. 89106.

1804 W Bonanza Rd
Rancho Armas Las Vegas

FULTZ Machine 2108 W. BONANZA RD.

Amanda Haugen 2200 W. Bonanza Rd

Nita Market 632 H St LV NV 89106

Submitted at City Council

Date 7/21/10 Item 69/70

by Barbara

PETITION TO PRESERVE THE MOULIN ROUGE

We support the redevelopment of the Moulin Rouge because it will bring business, people, traffic, jobs,
and money into our community.

Business Name

Address

Bonanza Mini Storage 2210 W Bonanza 89106

JS 2222 W. Bonanza 89106
POPEYES chicken

James Mills 2421 W. BONANZA 89106
330 N. Rando Rd.
Las Vegas NV 89106

2401 W. Bonanza
LV NV 89106
LARRY'S VILLA

2401 W Bonanza #5
LV NV 89106
Magic Kurl Bty Salon

2401 W. Bonanza
Las Vegas NV.
89106
Veronica Edward Danger Wear

Rancho Tire
Pablo Pezhang 2401 W. Bonanza Rd LV NV
89106

U-Haul 2001 W. BONANZA RD

Keenan Supply 855 W BONANZA 89106

E Hedge Christopher Loui 835 Bonanza
Jared's Kitchen 616 Hst.

TALORMAN Tailoring 620 Hst

Daniel Still

Subject: FW: Moulin Rouge Museum is owner of site not private developer

On Thu, Jun 24, 2010 at 10:07 AM, Ronald James <RJJames@nevadaculture.org> wrote:

It is my understanding that the undisclosed mortgage negated the lease, but this is not our issue. Our covenants terminated long ago. Good luck with the research on this point.

I am in the air shortly and will not be able to respond again today.

From: Katie Duncan [uptownward5@gmail.com]

Sent: Thursday, June 24, 2010 9:59 AM

To: Ronald James

Cc: ogoodman@lasvegasnevada.gov; Ricki Y. Barlow; mahlon chute; Taylor; Patricia A. Hershwitzky; Michael Mavros; Phil Flowers; Robert Stoldal; Courtney Mooney; akingsley@lvcitylife.com; Alan Choate; Chris Clark; clloyd@lasvegastribune.com; craig knight; darryl@hiphopcaucus.org; mark@fierrocommunciations.com; monet@greenforall.org; mscott@lvcva.com; nadine@periwinklemediagroup.com; Nevada Republican Party; news@nv Dems.com; phedre@urbanchamber.org; Rick.Velotta@lasvegassun.com; rlarraz@lasvegastribune.com; Zastrow, Jan (Reid)

Subject: Re: Moulin Rouge Museum is owner of site not private developer

It is our understanding that the "99 year clause", which was recorded against the deed, was to run with the title and not with the private owner. This demands to be investigated which is why we are requesting an appeal.

On Thu, Jun 24, 2010 at 9:45 AM, Ronald James <RJJames@nevadaculture.org> wrote:

That is not how I would characterize the transaction. The grant was in association with a property owner who had not disclosed a mortgage and who lost all rights with repossession: these is no ownership associated with that grant.

From: Katie Duncan [uptownward5@gmail.com]

Sent: Thursday, June 24, 2010 9:34 AM

To: Ronald James

Cc: ogoodman@lasvegasnevada.gov; Ricki Y. Barlow; mahlon chute; Taylor; Patricia A. Hershwitzky; Michael Mavros; Phil Flowers; Robert Stoldal; Courtney Mooney; akingsley@lvcitylife.com; Alan Choate; Chris Clark; clloyd@lasvegastribune.com; craig knight; darryl@hiphopcaucus.org; mark@fierrocommunciations.com; monet@greenforall.org; mscott@lvcva.com; nadine@periwinklemediagroup.com; Nevada Republican Party; news@nv Dems.com; phedre@urbanchamber.org; Rick.Velotta@lasvegassun.com; rlarraz@lasvegastribune.com; Zastrow, Jan (Reid)

Subject: Re: Moulin Rouge Museum is owner of site not private developer

Actually, the title did not transfer, it was a 99 year lease which the State paid \$48,000.

On Thu, Jun 24, 2010 at 9:21 AM, Ronald James <RJJames@nevadaculture.org> wrote:

Although I would like to see the resource preserved, I cannot verify anything regarding private property ownership. This is a local government matter and can be verified by work with the assessor. It is not my understanding that the

Submitted at City Council

Date

By: *Don Still*