



RESOLUTION No. 25-110

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING ("MOU") BETWEEN THE COUNTY OF NEVADA AND THE CITY OF NEVADA CITY TO SUPPORT THE CONTINUED LEGACY OF THE MINERS FOUNDRY CULTURAL CENTER AND, UPON EXECUTION OF SAID MOU, DISCLAIMING THE COUNTY'S INTEREST IN ALL REAL AND PERSONAL PROPERTY GRANTED UNDER THE NEVADA COUNTY CULTURAL TRUST DATED JUNE 22, 1989, AS AMENDED FEBRUARY 14, 1990, AND AS FURTHER AMENDED JUNE 16, 1993, N.C.W.G., INC., TRUSTOR

WHEREAS, the Miners Foundry Cultural Center ("Miners Foundry"), located in Nevada City, California is a historic and cultural landmark of great significance, having played a pivotal role in the region's development since its establishment in 1856; and

WHEREAS, the Miners Foundry has transitioned from its industrial roots into a vital cultural and community space, hosting artistic, educational, and civic events that contribute to the enrichment of Nevada County residents and visitors; and

WHEREAS, the preservation and continued operation of the Miners Foundry as a public space is essential to maintaining the historical and cultural fabric of Nevada City and Nevada County; and

WHEREAS, the City of Nevada City and the County of Nevada are currently listed as beneficiaries under the terms of a certain trust known as the "Nevada County Cultural Preservation Trust," dated June 22, 1989, first amended February 14, 1990, and further amended June 16, 1993 ("Trust") which is the owner of record of the Miners Foundry; and

WHEREAS, pursuant to the terms of the Trust, Trustees shall hold, manage, and maintain real and personal property conveyed to the Trust for the uses and purposes, and for the benefit of the named beneficiaries; and

WHEREAS, the Miners Foundry is facing financial difficulties and is facing closure of the Miners Foundry and cessation of all operations and use at the Miners Foundry; and

WHEREAS, the City of Nevada City has agreed to purchase the Miners Foundry to continue its legacy as a publicly accessible cultural center, ensuring that it remains a resource for the community; and

WHEREAS, to facilitate the acquisition of the Miners Foundry by the City of Nevada City, a disclaimer of the County's interest in the Miners Foundry as a beneficiary of the Trust is required; and

WHEREAS, without a disclaimer of its interest in the Miners Foundry, the County of Nevada would be jointly liable for all obligations and expenses for the operation of the Miners Foundry upon dissolution of the Trust; and

WHEREAS, the County of Nevada and City of Nevada City have jointly prepared a Memorandum of Understanding ("MOU") to facilitate this transition and ensure the Miners Foundry remains a cultural asset for the community; and

WHEREAS, given the financial difficulties of the Miners Foundry and the MOU with the City of Nevada City preserving the Foundry, it is not in the public interest, nor does it provide a public benefit, for the County of Nevada to receive any property, real or personal, under the terms of the Trust; and

WHEREAS, the County of Nevada wishes to disclaim any and all interest in any and all real and/or personal property to which it might be entitled under the terms of the Trust.

NOW, THEREFORE, BE IT RESOLVED that the Nevada County Board of Supervisors:

1. Approves the MOU between the County of Nevada and the City of Nevada City and authorizes the County Executive Officer to execute the MOU on behalf of the County, as well as any other documents necessary to execute this Resolution, including but not limited to disclaiming interest in the Trust; and
2. Finds that it is not in the public interest, nor does it provide a public benefit to the County, to receive any real and/or personal property pursuant to the terms of the Nevada County Cultural Preservation Trust dated June 22, 1989, first amended February 14, 1990, and further amended June 16, 1993, N.C.W.G., Inc.; and
3. Contingent upon and immediately following execution of the MOU, the County of Nevada disclaims any and all interest in any and all real and/or personal property to which the County might be entitled pursuant to the terms of the Nevada County Cultural Preservation Trust dated June 22, 1989, first amended February 14, 1990, and further amended June 16, 1993, N.C.W.G., Inc., Trustor.

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 25th day of March 2025, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Robb Tucker, Lisa Swarthout, Susan Hoek, and Hardy Bullock.

Noes: None.

Absent: None.

Abstain: None.

Recuse: None.

ATTEST:

TINE MATHIASSEN

Chief Deputy Clerk of the Board of Supervisors

By: 

By: _____



Heidi Hall, Chair

**MEMORANDUM OF UNDERSTANDING BETWEEN
COUNTY OF NEVADA AND THE CITY OF NEVADA CITY**

This Memorandum of Understanding ("Memorandum"), dated as of March 25, 2025, is by and between the County of Nevada, hereinafter referred to as "County", and the City of Nevada City, hereinafter referred to as "City".

RECITALS

WHEREAS, the Miners Foundry Cultural Center, located in Nevada City, California, is a historic and cultural landmark of great significance, having played a pivotal role in the region's development since its establishment in 1856; and

WHEREAS, the Miners Foundry has transitioned from its industrial roots into a vital cultural and community space, hosting artistic, entertainment, educational, and civic events and activities that contribute to the enrichment of Nevada County residents and visitors; and

WHEREAS, the preservation and continued operation of the Miners Foundry as a public space is essential to maintaining the historical and cultural fabric of the City of Nevada City and Nevada County; and

WHEREAS, the Miners Foundry is a Nevada County Historical Landmark, a California Point of Interest, a California Historical Landmark, and protected as a contributing building to the City of Nevada City Historical District and the District's listing on the National Register of Historic Places; and

WHEREAS, a trust in the name of the "Nevada County Cultural Preservation Trust," ("Trust") was created on June 22, 1989, and amended on February 14, 1990, and further amended on June 16, 1993; and

WHEREAS, the County and the City are named beneficiaries under the terms of the Trust; and

WHEREAS, pursuant to the terms of the Trust, Trustees shall hold, manage, and maintain real and personal property conveyed to the Trust for the uses and purposes, and for the benefit of the named beneficiaries; and

WHEREAS, it is not in the public interest, nor does it provide a public benefit, for the County to receive any property, real or personal, under the terms of the Trust; and

WHEREAS, the County Board of Supervisors, by this Memorandum, supports the City's efforts to ensure the Miners Foundry will continue to exist and provide public value by acquiring the Miners Foundry, its assets and liabilities; maintaining the existing schedule of events at the location; and expanding public offerings at the location, as the Trust proceeds through the legal process of dissolution.

AGREEMENT

NOW, THEREFORE, the parties agree as follows:

1. The County supports the City's efforts with the understanding that the City will:
 - a. Expeditiously acquire the facility, its assets and liabilities.
 - b. Support the Trust through the legal process of dissolution.
 - c. Continue the operations of the facility, including its existing bookings.
 - d. Expand public value and use of the facility through community-informed public programming.
 - e. Honor the history of the facility and the work of the Trustees by applying for the listing of the facility on the National Register of Historic Places.
 - f. Pursue the installation of a facility-wide air conditioning and heating system capable of ensuring the year-round operation of the facility.
 - g. Bring the building into best practices for facility hardening from wildfire aligned with the City's defensible space and vegetation management ordinance.
 - h. Partner with the County for public value activities beneficial to our shared community, including advancing the use of the facility as a smoke shelter and a power and internet outage safe harbor for the public.
 - i. Work with the Nevada County Landmarks Commission to integrate current and future historical recognition and protections for the facility.
2. This Memorandum may only be revised and modified by written agreement of all the parties.
3. This Memorandum shall commence on the date executed by the County and the City.
4. This Memorandum contains all the terms and conditions agreed upon by the parties.
5. This Memorandum may be executed in counterparts. The execution of a signature page of this Memorandum shall constitute the execution of the Memorandum, which shall be binding on each party upon that party's signing of such a counterpart.
6. NOTICES: All notices, requests, demands, or other communications under this Memorandum shall be in writing as follows:

To COUNTY: County of Nevada
Executive Office
950 Maidu Avenue
Nevada City, CA 95959
ATTN: Alison Lehman, CEO

To City of Nevada City City of Nevada City
City Manager
317 Broad St.
Nevada City, CA 95959
ATTN: Sean Grayson

IN WITNESS WHEREOF, County and City, by their duly authorized representatives,
have executed this Memorandum on the day and year first written above.

COUNTY OF NEVADA

Alison Lehman,
County Executive Officer

Date: _____

APPROVED AS TO FORM:

Katharine L. Elliott, County Counsel

CITY OF NEVADA CITY

Sean Grayson
City Manager

Date: _____

APPROVED AS TO FORM:

Dean Pucci, City Attorney for the City
of Nevada City