

# PUBLIC LIBRARY CERTIFICATION

This certifies that our library

Carnegie Public Library  
(library name)

qualifies as a "public library"  
formed under either Title 7 or  
MCA § 22-1-303 through 22-1-317

Attached is the legal documentation  
establishing our library under the above.

Judy Vidack  
Library Board Chairperson

Jennie Luttschwager  
Library Director

10-15-97  
Date

## Article I

Section I. The name shall be The Carnegie Public Library

Section II: The principal place of business shall be the rooms of the Carnegie Public Library.

Section III: The governing board of this library shall consist of five trustees, four of whom shall be appointed by the Mayor ~~City Council~~ of the City of Big Timber with the approval of the City Council, and one member to be appointed by the Board of County Commissioners of Sweet Grass County. ~~the appointment shall be made in July.~~

Section IV: Not more than one member of the Board of Trustees shall be, at any one time, a member of the City Council, or the Board of County Commissioners; but the Mayor may attend any meeting as an ex-officio member, as may the presiding officer of the Board of County Commissioners. Trustees shall serve without compensation, but their actual and necessary expenses incurred in the performance of their official duties may be paid from library funds. Trustees shall hold their office for five years from the date of appointment, and until their successors are appointed. Trustees shall serve no more than two (2) full terms in succession. Following appointments in July of each year, the trustees shall meet and elect a chairman and such other officers as shall be necessary, for one year terms. Initially appointments shall be made for one, two, three, four and five year terms to provide for proper continuity of the Board. The Board of County Commissioners shall appoint a member to serve for five years, open to reappointment for an additional five years; Oscar Forsythe shall serve for four years, open to reappointment for an additional five years; Arthur Schump shall serve for three years, open to reappointment for an additional five years,

Selmer Solberg shall serve for two years, open to reappointment for an additional five years; and Mrs. Beulah Patterson shall serve for one year, open to reappointment for an additional five years. In the event of the resignation of any member an appointment shall be made in the same manner as the original appointment to fill the unexpired term.

Section V: Any trustee failing to attend three consecutive meetings without satisfactory reasons for said absence, shall be considered to have resigned, and the resulting vacancy shall be filled as provided in Section IV.

Article II

Section I: Officers of the Board shall consist of a Chairman and Vice Chairman, to be elected for one year terms at the July meeting.

Section II. The Board shall appoint a Chief Librarian, not a member of the Board, and to serve without salary, to act as Secretary.

Section III: The Chairman shall preside at all meetings of the Board of Trustees; shall have full discretion in the conduct of the business and shall have power to limit debate and otherwise conserve the time and convenience of the members.

Section IV: The Chairman shall appoint all committees and shall have authority to call special meetings.

Section V: The Vice-Chairman shall perform all the duties of the Chairman in the absence of the latter, and at such times shall have the full power of the Chairman.

Section VI: The Secretary shall be present at all meetings and shall keep careful and correct minutes of said meetings in suitable books, shall prepare such statistics as the Trustees may order, and shall perform such other duties as the office may require.

Section VII: The Trustees shall appoint and set the compensation of an Acting Librarian and Assistant Librarian and such other persons as may be needed in the administration of the affairs of the lib

*July*

AGREEMENT

This agreement entered into this 1st day of July, 1967, by the Board of Trustees of the City of Big Timber Carnegie Library of the City of Big Timber, Montana, on behalf of said City of Big Timber and Carnegie Library, Party of the First Part, and the County of Sweet Grass, by and through its Board of County Commissioners, Party of the Second Part,

**WITNESSETH:**

Whereas the Party of the First Part has agreed to assume the functions of a county free library under the authority of Section 46-211 of the Revised Codes of the State of Montana, 1947, and

Whereas the Party of the Second Part has agreed to furnish certain operating funds and revenue to the Big Timber Carnegie Library to accomplish this purpose, pursuant to the laws of the State of Montana.

Now therefore in consideration of the execution of this agreement and of the performance of the terms, conditions and covenants herein contained, it is mutually agreed as follows, to-wit:

1. That all costs for the operation and maintenance in the purchase of books, periodicals, pamphlets and visual aid materials shall be shared in the following ratio: County of Sweet Grass, Montana, 40%, City of Big Timber, 60%.

2. That all books, periodicals, pamphlets and visual aid materials and supplies shall, in the event of the termination of this contract remain the property of the Party of the First Part.

3. It is further agreed that the Party of the First Part present to the Party of the Second Part at the end of the fiscal year a complete statistical and financial report of the operation of said library.

4. In consideration of the foregoing agreement on the part of the said Board of Trustees of the Carnegie Library of the City of Big Timber, the said County of Sweet Grass, agrees to provide funds in an amount agreed upon each year by both Parties and pay the money so collected from the tax levies to the City of Big Timber, such payments to be made at the time of the remittance of general city taxes to the City of Big Timber by Sweet Grass County in December and the balance to be paid at the time of remittance of city taxes by the County of Sweet Grass to the City of Big Timber in June, which shall be credited to the library fund and said fund shall be and remain in the custody of the Treasurer of the City of Big Timber and the monies therein placed by the County of Sweet Grass shall not be used for any purposes except those of library service.

5. That the county shall be entitled hereafter, and during the life of this agreement, to appoint one representative upon the Board of Trustees of the Big Timber Carnegie Library, said member to have full status as a Trustee with all voting rights and powers incident thereunder.

6. That this contract is entered into for the fiscal year of July 1, 1967, to June 30, 1968, after which it shall be automatically renewed from year to year under the same terms and conditions with the exception that different sums of money shall be contributed by the Party of the Second Part depending upon library needs for the next fiscal year and so long as the same is authorized by statute. Either Party to such contract may terminate the same by giving six months notice of intention to do so.

IN WITNESS WHEREOF the said Board of Trustees of the Carnegie Library of the City of Big Timber, has caused this agreement to be executed and signed by its President and Secretary; and the said

County of Sweet Grass has caused it to be executed by the Chairman  
of its Board of County Commissioners attested to by the Clerk and  
Recorder of Sweet Grass County, Montana.

Signed

City of Big Timber  
Carnegie Library

ATTEST:

Ella D. Adam  
Secretary

S. H. Holberg  
Chairman of the Board of Trustees

Sweet Grass County Board of  
County Commissioners

Bjarno Bjornedal  
Chairman of the Board

ATTEST:

Margaret Plaugeney  
Clerk and Recorder