

992.

CONTRACT — STATE WITH MARVIN ELECTRIC COMPANY,  
ELECTRICAL WORK, MCGILVREY HALL AND EXISTING  
SCIENCE BUILDINGS, KENT STATE UNIVERSITY, KENT,  
OHIO.

COLUMBUS, OHIO, August 3, 1939.

HON. CARL G. WAHL, *Director, Department of Public Works, Columbus,  
Ohio.*

DEAR SIR: You have submitted for my examination and approval a contract between the state of Ohio, acting through you as Director of the Department of Public Works for the Board of Trustees of Kent State University, Kent, Ohio, and Marvin Electric Company, of New Castle, Pennsylvania, for the construction and completion of contract for Electrical Work, for a project known as P. W. A. Docket No. OH-1720-F, Senate Bill No. 457, McGilvrey Hall (A), (B) and Alterations, Kent State University, Kent, Ohio, as set out in Base Bid No. 1, (Item No. 22 of the Specifications) Electrical Work for McGilvrey Hall (A) McGilvrey Hall (B), and Alterations in Existing Science Buildings, as specified and shown on the drawings and lists, but excluding the lettered items (a) to (f), inclusive, of Page 1 of "Base Bids and Alternates" for the Base Bid of the Form of Proposal dated December 28, 1938, all according to Plans and Specifications, which Plans, Specifications and Proposal are made a part of this contract. This contract calls for an expenditure of \$60,486.00.

You have submitted the following papers and documents in this connection: Form of Proposal containing the contract bond signed by The Aetna Casualty and Surety Company, as surety; its power of attorney for the signer; its certificate of compliance with the laws of Ohio relating to surety companies; notice to bidders; proof of publication; division of contract; Controlling Board's release; Tabulation of bids; Contract encumbrance record No. 2281; Workmen's Compensation Certificate showing a compliance with the laws of Ohio relating to Workmen's Compensation; Estimate of cost; approval of P. W. A.; communication of Board of Trustees of Kent State University to yourself as Director of the Department of Public Works recommending the awarding of this contract to Marvin Electric Company, and which communication contains therein recorded minutes of the Board of Trustees of Kent State University to that effect; letter of the Director of the Department of Public Works to Mr. John P. Schooly, State Architect and Engineer authorizing the preparation of contracts with the Marvin Electric Company in regard to this project; letter from the Auditor of State showing that all necessary papers for the project are on file in his office.

Finding said contract in proper legal form, I have noted my approval

thereon, and same is transmitted herewith to you, together with all other papers submitted in this connection.

Respectfully,

THOMAS J. HERBERT,  
*Attorney General.*

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993.

INCOMPATIBLE OFFICE — VILLAGE MAYOR — MEMBER  
BOARD OF TRUSTEES OF SCHOOL DISTRICT PUBLIC  
LIBRARY.

*SYLLABUS:*

*The offices of mayor of a village and member of the board of trustees of a school district public library located in the village are incompatible, and can not lawfully be held by one and the same person at the same time.*

COLUMBUS, OHIO, August 4, 1939.

HON. PAUL A. NOON, *State Librarian, Ohio State Library, Columbus, Ohio.*

DEAR SIR: This will acknowledge receipt of your request for my opinion, which reads as follows:

“To the best of our knowledge there is nothing in the law to prevent the mayor of Mentor Village from holding membership on the Mentor Library Board. Mentor Public Library is a school district one and according to our information the law provides only that the Library Board member must be a resident of the school district and that he is or has not been for a year prior to his election, a member or officer of the Board of Education.

To settle this matter we respectfully request an opinion from your office on this point.”

Speaking generally, there exists no reason under the law why a person otherwise qualified, may not hold two or more public offices or positions simultaneously, unless there is in force express constitutional or statutory provision prohibiting it or unless the duties incident to the offices or positions are such that there is a possibility that under some circumstances the duties of the incumbent of the positions might be conflicting. If under any circumstances that might possibly arise, the incumbent of one public office or public position might be called upon to perform duties which would in any wise conflict with the duties of an incumbent of another