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Doc#: 0727057114 Fee: \$48.00
Eugene "Gene" Moore
Cook County Recorder of Deeds
Date: 09/27/2007 02:42 PM Pg: 1 of 13

Christopher J. Cummings
Cummings & Duda, Ltd.
P.O. Box 1387
Homewood, IL 60430-1387

Common Address:
18031 Dixie Hwy
Homewood IL 60430

PIN: 29-31-400-056-0000

AGREEMENT FOR PRIVATE PROPERTY BUILDING FACADE IMPROVEMENTS IN THE TAX INCREMENT FINANCING DISTRICT OF THE CENTRAL BUSINESS DISTRICT OF THE VILLAGE OF HOMEWOOD, ILLINOIS

FRANK Properties LLC
This Agreement made and entered into this 19 day of ~~June~~^{August}, 2007, by and between ~~Great Lakes Trust No. 01017~~, hereinafter referred to as the "Owner", and the Village of Homewood, an Illinois Municipal Corporation, hereinafter referred to as the "Village". In exchange for the mutual promises and considerations set forth herein, the Owner and the Village agree as follows:

1. In furtherance of the rehabilitation and upgrading of a part of the Central Business District, the Village is willing to share in the cost of certain work, subject to the terms of this Agreement, at the premises commonly known as 18031 Dixie Highway, Homewood, Illinois (the "Property"). The legal description of the property is attached hereto as Exhibit "A" and made a part hereof. The work to be performed (the "Work") is described in Exhibit "B" attached hereto and made a part hereof.
2. Upon execution of this Agreement, the Owner shall submit estimates for the work to the Village for its approval. Upon Village approval of said estimates, the Owner shall execute an Agreement with the contractor to complete the work as approved by the Village. The Owner shall furnish Village with an executed copy of that Agreement at that time. Upon approval of the Agreement by the Village, Owner may proceed with the work. All work to be performed by the contractor under the said agreement shall be subject to review for conformance to the Village Building Code and reviewed by the Village Building Inspector.

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3. Upon completion of the Work and issuance of a certificate of completion in accordance with approved plans by the Village's building inspector, Village agrees to reimburse the Owner, if available, 50% of the cost of the Work.
4. Village's obligation to reimburse the Owner under this Agreement is subject to the following:
 - A. Owner shall furnish proof of ownership of the Property to the Village.
 - B. Owner shall furnish proof of release of liens from all contractors and subcontractors in connection with performance of the Work.
 - C. Any changes, additions, revisions or deletions to the plans and/or Construction Documents must be first approved by the Village in writing. Village shall have a minimum of two (2) business days to review any such requests from Owner. Any requests by Owner for an increase in construction costs in excess of 10% of the original contract price must be submitted to the Village Board of Trustees for approval. The Village shall not be responsible for any delay or additional costs incurred because of this submittal procedure.
 - D. Final construction shall comply with the approved plans, drawings and Construction Agreement, and Owner shall not permit any deviation without Village's written approval.
 - E. Village need not approve any requested change, addition, revision or deletion that increases costs or that changes the nature of the Work or substitutes material of inferior quality or lesser value.
 - F. Village shall not be obligated to make any payment under this Agreement if its building inspector declines to approve any portion of the Work or issue a certificate of completion. All such approvals shall not be unreasonably withheld.
5. The Village, and its employees are hereby given the right to enter upon the Property as necessary to review plans, inspect and manage construction and evaluate performance of the Work.
6. Owner shall require all contractors performing the Work to provide Worker's Compensation and liability insurance in amounts satisfactory to the Village, naming the Village and the Owner as additional insureds.

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7. The Owner shall require each contractor to indemnify and hold the Village harmless from all claims arising out of this Agreement that are the result of the Owner's or the contractor's negligence, including claims for personal injury, wrongful death and property damage. Owner agrees to indemnify and hold the Village and the contractor harmless from all such claims arising out of this Agreement that are a result of the Owner's negligence or willful and wanton conduct.
8. Upon completion of the Work, the Owner shall be responsible for maintenance of the property, including landscaping as submitted and approved as part of the project, and agrees to maintain the Work in a state of good repair and in a clean and safe manner in compliance with all applicable Village codes and ordinances.
9. Owner understands that the Work being done under this Agreement in the Central Business District is intended to coordinate numerous private properties into a central design theme, and that the design theme could be substantially disrupted should the Owner alter the exterior appearance of the Property without review and approval by the Village. Therefore, once the Work is completed, neither the owner nor anyone on the Owner's behalf shall alter any portion of the facade of the building, including signage, without prior written approval from the Village.
10. The owner further understands that the parking of vehicles shall be prohibited inside the building. The rear vehicular entrance shall be used exclusively to load and unload equipment/items necessary to operate the business located therein. The owner agrees that no vehicles will be parked inside the building, except to load and unload as stated above.
11. Should the building on the property be demolished by the owner within 5 years after the improvements have been completed, the owner agrees to reimburse the Village 100 percent of the village's share of the façade improvement expenses. Should the owner demolish the building on the property within 6-10 years after the improvements have been completed, the owner agrees to reimburse the Village a pro-rated portion of the village's share of the façade improvement expenses. The percentage of the village's share shall be reduced by 20 percent per year beginning with 80 percent on year 6 to 0 percent by year 10.
12. The owner agrees that it will not seek to reduce property taxes for the subject property to an amount lower than what was set at the time of the signing of the agreement between the owner and the Village.
13. The Village shall establish a procedure whereby both minor and major exterior alterations may be reviewed and evaluated. Minor exterior alterations include, but are not limited to: changing a sign face and repainting the building exterior. Requests for minor exterior alterations may be approved, in writing, by the Village Manager or other person authorized by the Village Board. Major exterior alterations include, but are not limited to, a change in facade materials, modifications of storefront structural features, modification of window types and sizes, and

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relocation of a building entrance. Requests for major exterior alterations shall be approved by the Village Board. The design theme established for the Central Business District shall be used in reviewing and evaluating proposed exterior alterations.

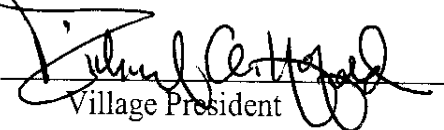
14. This Agreement shall be recorded by the Village and shall be binding on the Owner and future owners of the Property. The Owner and future owners shall refer to this Agreement in future leases, and require future tenants to abide by its terms.
15. Should either party be in default under this Agreement, the other shall give written notice of such default by certified mail with postage prepaid, or by hand delivery. Notice by certified mail shall be considered given when deposited in the United States mail with postage prepaid. Should such default remain uncured twenty-one (21) days after the giving of such notice, then the party not in default shall have the right to terminate this Agreement by giving written notice of such termination in the same manner and under the same terms as the giving of notice of default hereunder. Either party may also seek to enforce its rights under this Agreement as authorized by law.
16. Notices under this Agreement shall be sent as follows:

<u>To the Village:</u> Village Manager Village of Homewood 2020 Chestnut Road Homewood, IL 60430	<u>With a copy to:</u> Christopher Cummings Village Attorney Cummings & Duda, Ltd 2024 Hickory Rd., Suite 500 Homewood, IL 60430	<u>To the Owner:</u> Frank Properties LLC 17918 Hood Ave Homewood, IL 60430	<u>With a copy to:</u> Bill Frank 1956 Ridge Road Homewood, IL 60430
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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the above day and date.

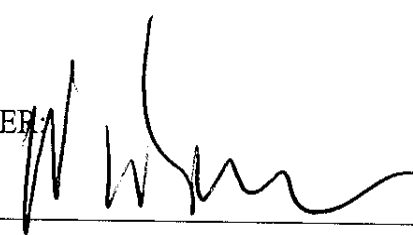
VILLAGE OF HOMEWOOD

By: 
Village President

ATTEST:

Village Clerk

OWNER:



WITNESS:

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EXHIBIT "A"

PARCEL 1; THAT PART OF THE WEST ½ OF THE SOUTHEAST ¼ OF SECTION 31, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE EAST LINE OF DIXIE HIGHWAY (SAID EAST LINE BEING 33 FEET EAST OF AND PARALLEL TO THE WEST LINE OF SAID SOUTHEAST ¼ OF SECTION 31) WITH THE WESTWARD EXTENSION OF THE LINE OF THE NORTH FACE OF THE NORTH WALL OF A ONE-STORY BRICK BUILDING WHICH POINT OF INTERSECTION IS 988.21 FEET SOUTH OF THE NORTH LINE OF SAID SOUTHEAST ¼ OF SECTION 31; AND RUNNING THENCE EAST ALONG SAID WESTWARD EXTENSION, ALONG SAID NORTH FACE OF THE NORTH WALL AND ALONG THE LINE OF THE EASTWARD EXTENSION OF SAID NORTH FACE OF THE NORTH WALL, A DISTANCE OF 140 FEET. THENCE NORTH TO ITS INTERSECTION WITH A LINE 173 FEET EAST OF AND PARALLEL TO SAID WEST LINE OF THE SOUTHEAST ¼ AT A POINT THEREON WHICH IS 988.75 FEET SOUTH OF SAID NORTH LINE OF THE SOUTHEAST ¼; THENCE NORTH ALONG THE LAST ABOVE MENTIONED PARALLEL LINE, A DISTANCE OF 46.48 FEET TO ITS INTERSECTION WITH THE EASTWARD EXTENSION OF THE LINE OF THE SOUTH FACE OF THE SOUTH WALL OF A ONE-STORY BUILDING WHICH POINT OF INTERSECTION IS 942.27 FEET SOUTH OF THE NORTH LINE OF SAID SOUTHEAST ¼; THENCE WEST ALONG SAID EASTWARD EXTENSION, ALONG SAID SOUTH FACE OF THE SOUTH WALL, AND ALONG THE LINE OF THE WESTWARD EXTENSION OF THE LINE OF SAID SOUTH FACE OF THE SOUTH WALL, A DISTANCE OF 140 FEET TO ITS INTERSECTION WITH SAID EAST LINE OF DIXIE HIGHWAY AT A POINT THEREON WHICH IS 941.39 FEET SOUTH OF SAID NORTH LINE OF THE SOUTHEAST ¼; THENCE SOUTH ALONG SAID EAST LINE OF DIXIE HIGHWAY, A DISTANCE OF 46.62 FEET TO THE POINT OF BEGINNING.

PARCEL 2: EASEMENT FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN THE EASEMENT AGREEMENT DATED SEPTEMBER 20, 1966, RECORDED OCTOBER 11, 1966 AS DOCUMENT NO. 19966472 FOR INGRESS AND EGRESS OVER AND UPON A STRIP OF LAND 14 FEET WIDE EXTENDING EAST FROM DIXIE HIGHWAY, THE NORTH LINE OF WHICH IS 150 FEET AND THE SOUTH LINE THEREOF BEING 140 FEET, BEING PART OF LOT 2 IN ANOS' RESUBDIVISION OF PART OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, AS PER PLAT RECORDED ON MARCH 4, 1965, AS DOCUMENT NO 19397294, SAID NORTH LINE OF AFORESEID STRIP BEING 48 FEET SOUTH AND PARALLEL TO THE MOST NORTHERLY LINE OF SAID LOT 2, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 3: EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY EASEMENT AND PARTY WALL AGREEMENT FROM COMMUNITY BANK OF FLOSSMOOR, AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 30, 1978, AS KNOWN AS TRUST NUMBER 78223, TO COMMUNITY BANK OF HOMEWOOD-FLOSSMOOR, AS TRUSTEE UNDER TRUST AGREEMENT DATED JULY 16, 1976, AS KNOWN AS TRUST NUMBER 76057 DATED FEBRUARY 15, 1979, AND RECORDED MARCH 12, 1979, AS DDOCUMENT NO. 24876418, AND RE-RECORDED JULY 5, 1979, AS DOCUMENT NO. 25035766, FOR THE PURPOSE OF INGRESS AND EGRESS OVER THE FOLLOWING DESCRIBED LAND:

THE EAST 20 FEET OF THAT PART OF THE WEST ½ OF THE SOUTHEAST ¼ OF SECTION 31, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS

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FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE EAST LINE OF DIXIE HIGHWAY (SAID EAST LINE BEING 33 FEET EAST OF AND PARALLEL TO THE WEST LINE OF SAID SOUTHEAST $\frac{1}{4}$ OF SECTION 31) WITH A LINE 891.62 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID SOUTHEAST $\frac{1}{4}$ OF SECTION 31, AND RUNNING THENCE EAST ALONG THE LAST ABOVE MENTIONED PARALLEL LINE A DISTANCE OF 140 FEET TO ITS INTERSECTION WITH A LINE 173 FEET EAST OF AND PARALLEL TO SAID WEST LINE OF THE SOUTHEAST $\frac{1}{4}$; THENCE SOUTH ALONG THE LAST ABOVE MENTIONED PARALLEL LINE A DISTANCE OF 50.65 FEET TO ITS INTERSECTION WITH THE EAST EXTENSION OF THE LINE OF THE SOUTH FACE OF THE SOUTH WALL OF A ONE-STORY BRICK BUILDING, WHICH POINT OF INTERSECTION IS 942.27 FEET SOUTH OF THE NORTH LINE OF THE SOUTHEAST $\frac{1}{4}$; THENCE WEST ALONG SAID EASTWARD EXTENSION, ALONG SAID SOUTH FACE OF THE SOUTH WALL AND ALONG THE WESTWARD EXTENSION OF THE LINE OF SAID SOUTH FACE OF THE SOUTH WALL A DISTANCE OF 140 FEET TO ITS INTERSECTION WITH SAID EAST LINE OF DIXIE HIGHWAY, AT A POINT THEREON WHICH IS 941.59 FEET SOUTH OF SAID NORTH LINE OF THE SOUTHEAST $\frac{1}{4}$ AND TO NORTH ALONG SAID EAST LINE OF DIXIE HIGHWAY, A DISTANCE OF 49.97 FEET TO THE POINT OF BEGINNING , ALL IN COOK COUNTY, ILLINOIS.

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EXHIBIT "B"

Work Write-UP

Company	Eligible costs	Non-eligible Costs	Total Costs
Replace store front windows	\$ 25,222.00		
Masonry (tuckpointing / cut out windows and c	\$ 21,320.00		
Asphalt / Concrete	\$ 3,012.00		
Garage Door / Rear Entrance Door	\$ 4,400.00		
Awning / signage	\$ 15,000.00		
Miscellaneous / not included in TIF Request	\$ -		
Waterproofing / Concrete walls		\$ 1,000.00	
Keys for master system		\$ 727.05	
demolition of Gallery Awnings / completed		\$ 420.00	
Totals	\$ 68,954.00	\$ 2,147.05	\$ 71,101.05
CBD TIF Participation			\$ 34,477.00
Owners Participation Cost			\$ 36,624.05

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UNOFFICIAL COPY**PROPOSAL**

Underland Architectural Systems, Inc.
 20318 S. Torrence
 Lynwood, IL 60411
 (708) 889-9826 / Fax: (708) 889-9834

PROPOSAL SUBMITTED TO	PHONE	DATE
Attn: William Frank Travel Brokers	708-206-1234	April 3, 2007
STREET	JOB NAME / NUMBER	
1956 Ridge Rd CITY,STATE,ZIP	Rehab Building JOB LOCATION	
Homewood, IL	Homewood, IL	

We propose to furnish and install the following:

One pair of double doors with two storefront sidelites on both sides in dark bronze anodized finish.
 Door hardware to consist of Roton Hinges, closers, flush bolts, and push/pulls.
 1" insulated clear annealed tempered where required glazing.

Caulking/fasteners

Demo and removal and reinstallation

Shop Drawings

Union Labor

Sales Tax

Material, labor and sales tax \$20,836.00

Alternate #1 Window for alley elevation in same material and finish color with same type of glass.

Add to base bid \$3057.00

Alternate #2 Window for alley elevation by Moduline Windows with two operable vents in same color as above and same glazing.

Add to base bid \$4386.00

Not included in bid: Final cylinders, permits, and final cleaning.

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In Memory Of Mark Bruno

1400 West 175th Street
East Hazel Crest, IL 60429

City: (773) 493-9700
Suburbs: (708) 799-0097
(708) 614-0097
Fax: (708) 614-9551

Proposal

Date
3/21/2007

Proposal #	Customer P.O.
07-0158	

Project:

Mr. Bill Frank
1956 Ridge Road

Repairs
18031 Dixie Highway , Homewood

Homewood, IL 60430
(708) 362-5721 -

Contact Information

WE PROPOSE TO FURNISH LABOR AND MATERIAL TO PROVIDE THE FOLLOWING SERVICE:

Building 18031

After awnings and metal frames have been removed from east façade, we will erect the necessary ladders and scaffold to perform our work. Mechanically grind brick and tile to a depth of approximately 1/2 inch to remove loose and defective mortar. Tuckpoint façade 100% with type N mortar tinted buff installed solid and flush. Remove all debris upon completion of all work.
.....\$5,985.00

Remove existing black rock beneath windows. Install 3 5/8" polished limestone bulkhead. Installation will be with type N mortar. Remove all debris upon completion of all work.
.....\$7,745.00

Door Openings

Saw cut 2 opening for overhead door and existing door. We will install steel for over head door and frame for entry door. We will do necessary brick infill to square off door openings.
.....\$3,975.00 - \$5,695.00

We will do necessary tuckpointing and brick replacement on east façade.
.....\$1,895.00

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1938 177th St
Lansing, IL 60438



A division of Raizer Enterprises, Inc.

Phone 708.474.6800
708.798.0428
Fax 708.474.9351

CUSTOMER ESTIMATE AND PROPOSAL FORM

PROPOSAL SUBMITTED TO:

NAME: BILL FRANK

PHONE NUMBER: (P) 708-206-6410

ADDRESS: 180 31 DIXIE

(W) 708-206-1234

CITY: HOMERWOOD

STATE: IL ZIP CODE: _____

DATE: 3-22-07 ESTIMATOR: _____

THE ABOVE COMPANY DOES HEREBY PROPOSE TO FURNISH SUPPLIES AND LABOR TO COMPLETE THE FOLLOWING:

INITIAL FOR APPROVAL	DESCRIPTION	INVESTMENT
	REMOVE + DISPOSE OF CONCRETE PAD	
	RIP + REPLACE EXISTING ASPHALT WITH 2 1/2" COMPACTED TO 2"	
	- GRADE ASPHALT UP TO DOOR STOP + DRAIN AWAY FROM BUILDING	
		#3012

ANY ALTERATION OR DEVIATION OF THIS CONTRACT INVOLVING EXTRA COSTS, WILL BE EXECUTED ONLY UPON WRITTEN ORDERS, AND WILL BECOME A COST OVER AND ABOVE THE ESTIMATE. ALL AGREEMENTS CONTINGENT UPON STRIKES, ACCIDENTS, OR DELAYS BEYOND OUR CONTROL.

RESPECTFULLY SUBMITTED Russ Kavan DATE 3-22-07

ACCEPTED _____ DATE _____

APPROVED _____ DATE _____

This proposal maybe withdrawn by us if not accepted within 14 days. If payment is not received within 10 days of completion of all work, a \$15.00 late fee will be charge. Finance charges are 2% per month thereafter.

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MEMBER
Illinois Door Association, Inc.

INDUSTRIAL
COMMERCIAL
RESIDENTIAL



OVERDOORS OF ILLINOIS, INC.

601 RIDGE ROAD, HOMEWOOD, IL 60430
PHONE: (708) 798-6768
— Established 1954 —

PROPOSAL

Electric Operator
Sales and Service

SOLD TO Bill Frank

SHIP TO

Homewood, IL ZIP CODE
FAX: 206-6410

ATTN: Bill Frank	PHONE:	APPROX. DELIV. DATE	
SELLER'S SALESMAN Mike Vinson	BUYER'S P.O. #	TERMS: NET	DATE 5-1-07
PRICES BASED ON: PLANS	SPECS	ADDENDA	VERBAL INFO, SKETCHES

WE PROPOSE THE FOLLOWING:

Overdoors to furnish the following 30x70 door:

- 1) 5 3/4 16GA welded frame with expansion bolt anchors
- 1) 30x70 flush honeycomb core door
- 1) Yale door closure
- 1) set of USP NRP BB hinges
- 1) Yale exit device
- 1) Yale exterior lock set
- 1) 36" aluminum threshold

COST: The sum of \$1100.00; price includes material, tax, and freight

****Frame installation by masonry contractor**

OPTIONAL: Overdoors to install door and hardware, add \$500.00

Sincerely,

Mike Vinson
PRESIDENT

NET AMOUNT

TOTAL	\$
DEPOSIT	\$
UNPAID BALANCE	\$

PAST DUE ACCOUNTS WILL BE CHARGED 1 1/2% per month on unpaid balances (18% annual rate)

Unless included in the above proposal, cost of glass, glazing, painting and wiring for the electric operator will be done only on receipt of extra order signed by authorized person. Performance will be made by seller in a prompt manner, but he cannot be responsible for damage or delay due to Acts of God, accidents, civil disturbances, delays in transportation by common carrier, fire, strikes, war or other causes beyond his reasonable control. The above proposal must be accepted, signed and returned to the seller's office within 30 days. This agreement shall become binding only upon written acceptance by the seller at his office. The terms and conditions printed on the back hereof are hereby expressly made a part of this contract.

ACCEPTED FOR SELLER:

WE ACCEPT THE ABOVE PROPOSAL Date _____

BY: _____ TITLE _____

BY: _____ (TYPE OR PRINT NAME OF BUYER)

Illinois Door Association, Inc.



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601 RIDGE ROAD, HOMEWOOD, IL 60430

PHONE: (708) 798-6768

— Established 1954 —

FAX (708) 798-7990

Electric Operator
Sales and Service

- INDUSTRIAL
- COMMERCIAL
- RESIDENTIAL

SOLD TO BILL FRANK

SHIP TO REMODEL? DIXIE HIGHWAY

Homewood, IL

FAX: 206-6410

ZIP CODE

ZIP CO

ATTN: PHONE: APPROX. DELIV. DATE 3 weeks

SELLER'S SALESMAN **Mike Vinson** BUYER'S P.O. # TERMS: NET DATE

PRICES BASED ON: PLANS SPECS ADDENDA VERBAL INFO. SKETCHES

WE PROPOSE THE FOLLOWING:

Overdoors of Illinois, Inc. to furnish and install the following on prepared opening including, jamb, jamb extensions and spring pads.

Manufacturer: Cornell Model: MFW 5F 226P

Qty: 1 Size: 10 x 9'9

Qty: 1 Size: 12 x 9'9 (alternate)

Mounting: Face of wall to steel jamb interior

Curtain: 22GA 3" flat face galvanized slats, primed gray

Bottom bar: 2 x 2 steel angles

Guides: 3 piece steel guides

Counterbalance: Tube spring

Hood: Galvanized steel roll formed

Finish: Manufacturer's gray prime paint

Operation: H-50-11-1/2HP 115 volt bracket mounted motor operator

Controls: Emergency chain hoist, 3 button control station

Safety Devices: Constant pressure down button

COST: The sum of \$ 3240.00 Material, tax, freight and labor included

Exclusions: All electrical wiring and mounting of controls by others.
ALTERNATE: 12 x 9'9 door, the sum of \$3360.00

Thank you for the opportunity to quote this project, please review and call with any question

PAST DUE ACCOUNTS WILL BE CHARGED 1 1/2 % per month on unpaid balances (18% annual rate)

Unless included in the above proposal, cost of glass, glazing, painting and wiring for the electric operator will be done only on receipt of extra order signed by authorized person. Performance will be made by seller in a prompt manner, but he cannot be responsible for damage or delay due to Acts of God, accidents, civil disturbances, delays in transportation by common carrier, fires, strikes, war or other causes beyond his reasonable control. The above proposal must be accepted, signed and returned to the seller's office within 30 days. This agreement shall become binding only upon written acceptance by the seller at his office. The terms and conditions printed on the back hereof are hereby expressly made a part of this contract.

TOTAL	\$
DEPOSIT	\$
UNPAID BALANCE	\$

ACCEPTED FOR SELLER:

WE ACCEPT THE ABOVE PROPOSAL Date _____

BY: _____
TITLE

BY: _____
(TYPE OR PRINT NAME OF BUYER)

DATE ACCEPTED: _____
(THIS IS DATE OF THIS CONTRACT)

OWNER, PARTNER OR OFFICER (STATE WHICH)