



October 29, 2018
By U.S. Postal Mail

Steve Ochoa
Director of Facility Management
Porter-Starke Services
701 Wall Sreet
Valparaiso, IN 46383

Re: Petition for Administrative Review – Inspection Report Order State Number 38707: Porter-Starke Services

Dear Mr. Ochoa:

The Commission is in receipt of your petition for administrative review of Inspection Report Order State Number 38707: Porter-Starke Services, dated 10/25/2018. The petition for review is timely and has been granted by the Commission. The petition has been assigned to the Commission's administrative law judge.

The judge's office will contact you to make arrangements for further proceedings. Should you have any questions, you may contact our staff attorney assigned to the matter, Justin Guedel at JGuedel@dhs.in.gov or (317) 234-9515.

Sincerely,

Douglas J. Boyle, Director
Fire Prevention and Building Safety Commission
Indiana Department of Homeland Security
302 W. Washington Street, Room E-208
Indianapolis, IN 46204
doboyle@dhs.in.gov
(317) 650-7720

Enclosure

cc: Justin Guedel, IDHS Staff Attorney (via personal service)
The Honorable Chelsea E. Smith, Administrative Law Judge (via personal service)
File

RECEIVED
IDHS

OCT 26 2018

LEGAL AND CODE
SERVICES

October 25, 2018

Re: State #38707 Inspection

To whom it may concern,

Porter-Starke Services was informed that they need to replace their cylinder because it doesn't conform to 3.18.3.4 or the elevator shall conform to 8.6.5.8(a) or 8.6.5.8(b). Porter-Starke Services would like to appear this. See enclosed appeal form. After doing some research the building in question did not get constructed until after 1974 when the property was purchased. Porter-Starke believes that they should have the correct cylinder since it was installed after 1971. The elevator would not have been installed until 1975 or 1976. Enclosed is a document that reflects that Porter-Starke Services did not purchase the property the building is on until 1974, and we have prints from 1975. Also enclosed is the signed reports acknowledging that the other items in question have been repaired, and an email from Otis confirming repairs.

We look forward to hearing from you so we can get this matter resolved.

Sincerely,



Steve Ochoa
Director, Facility Management
Porter-Starke Services
701 Wall Street
Valparaiso, In 46383
(219)476-4652

MAIN OFFICE

601 Wall Street
Valparaiso, IN 46383
phone: 219.531.3500
fax: 219.462.3975

www.porterstarke.org

PORTER COUNTY

Chesterton
Portage
Valparaiso

STARKE COUNTY

Knox



REPORT OF INSPECTION

State Form 28645 (R8 / 03-06)

Approved by State Board of Accounts, 2006

INDIANA DEPARTMENT OF HOMELAND SECURITY

DIVISION OF FIRE & BUILDING SAFETY
DIVISION OF ELEVATORS

402 W. Washington St., Rm. W246, Indianapolis IN 46204

Telephone Number (317) 232-2670 Fax:(317) 232-6609

E-mail: elevamuse@dhs.in.gov

http://www.in.gov/dhs/fire

State number 38707		Location of address (number and street) 701 WALL ST				
Name of owner PORTER STARKE MEN HEALTH CTR						
Name of user PORTER STARKE				User city VALPARAISO		
Address of owner (street and number) 701 WALL ST				User address 701 WALL ST		ZIP code 46383
City VALPARAISO				User county 64 : PORTER		
State IN		Zip code 46383	Last 5 year test	Next 5 year test	Inspector district E-2	
Floors 2	Manufacturer ESCO	Type PASS HYD	Control APB	Capacity 004000	Current inspection date 10/11/2018	Time 02:50 PM
Inspection Type SEALED OUT		Sprinklers <input type="checkbox"/> Yes <input type="checkbox"/> No		Last annual test 03/16/2018	Next annual test 03/16/2019	Next inspection date 10/11/2019
Adopted code Edition:	Seal number 9167695	Elevator contractor	Contract speed 100	Total travel	Run by top	Run by bottom
Refuge top	Refuge bottom	Empty up	Empty down	Full up	Full down	Governor trip speed
Over speed switch	Slide	Brake test	Flex hose date	Working pressure	Relief pressure 400	Nearest striking point
Periodic inspection	Acceptance inspection	Alteration inspection	Unrestricted car motion <input type="checkbox"/>	Car ascending <input type="checkbox"/>	Fire Fighter's service Date:	

CODE		VIOLATIONS TO BE CORRECTED
1	8.6.4.16	Elevator shall be maintained to provide a stopping accuracy at the landing during normal operations *** 3 to 4 inches high on the top landing, Sealed out not safe***
2	8.6.5.8	Hydraulic cylinders installed below ground shall conform to 3.18.3.4, or the elevator shall conform to 8.6.5.8(a) or 8.6.5.8(b) *** Seal number 9167695 ***
3	8.6.4.13.1(i)	Engaging rollers shall be maintained to ensure safe and proper operation. *** On second floor***
4	8.6.1.1.1	Escape hatch shall be tool less entry *** wing nuts rusted on could not open***

Additional remarks

Inspector Aaron Wilhoite	QEI Number C-5936	Receiver of report	Telephone number (219) 476-4640
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IF VIOLATIONS ARE LISTED ABOVE, PLEASE READ THIS: This Inspection Report provides you with a notice of any violations that were observed by the Division of Fire and Building Safety inspector. If: (1) these violations are corrected; (2) a duly authorized representative of the owner certifies below that the violations have been corrected; and (3) the Division of Fire and Building Safety receives a copy of this certification and the inspection report within 30 days of this inspection, this will be taken into consideration when the Division determines whether enforcement order will be issued; and if an enforcement order is issued, timely voluntary compliance may result in a reduced or no monetary penalty. If the Division does not receive this certified Inspection Report within the above-specified number of days, the Division will issue an enforcement order addressing these violations. An enforcement order may impose a number of different sanctions which could include a penalty of up to \$250 per day for each violation. The undersigned attests, subject to the penalties for perjury, that he/she is the owner of the elevator, or that he/she is the properly authorized representative, agent, member or officer of the owner and hereby certifies, subject to the penalties of perjury, that all the violations listed on this Inspection Report have been corrected.

Signature 	Date 10/25/18	Printed Name Steve Oshea	Title Director Facilities
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INDIANA DEPARTMENT OF HOMELAND SECURITY

DIVISION OF FIRE & BUILDING SAFETY
DIVISION OF ELEVATORS

402 W. Washington St., Rm. W246, Indianapolis IN 46204

Telephone Number (317) 232-2670 Fax:(317) 232-6609

E-mail: elevamuse@dhs.in.gov

<http://www.in.gov/dhs/fire>

Please be advised that if you desire administrative review of this action, you must file a written petition for review at the above address with the Division of Elevator Safety identifying the matter for which you seek review no later than eighteen (18) days from the date of this letter, unless such a date is a Saturday, Sunday, or legal holiday under State Statute, or a day that this office is closed during regular business hours. If you do so, your petition for review will be granted and an administrative proceeding will be conducted by an administrative law judge of the Fire Prevention and Building Safety Commission. If you do not file a petition for review, this action will be final.

Please be further advised that you may request an opportunity to informally discuss this matter prior to filing a petition for review. Such an informal discussion or request however, does not extend the deadline for filing a petition for review, and therefore any request should be made promptly, preferably by telephone. Our telephone number is (317) 232-2670.



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State number 46353		Location of address (number and street) 701 WALL ST			
Name of owner PORTER STARKE MEN HEALTH CTR					
Name of user PORTER STARKE			User city VALPARAISO		
Address of owner (street and number) 701 WALL ST			User address 701 WALL ST		ZIP code 46383
City VALPARAISO			User county 64 : PORTER		
State IN		Zip code 46383	Last 5 year test	Next 5 year test	Inspector district E-2
Floors 2	Manufacturer DOVER	Type PASS HYD	Control APB	Capacity 004000	Current inspection date Time 10/11/2018 02:24 PM
Inspection Type PERIODIC		Sprinklers <input type="checkbox"/> Yes <input type="checkbox"/> No	Last annual test 03/19/2018	Next annual test 03/19/2019	Next inspection date 10/11/2019

CODE

VIOLATIONS TO BE CORRECTED

1	8.6.1.6.5	Class ABC fire extinguisher shall be in machine room *** only BC in machine room***
2	Per NEC	Protective covers shall be in place over lights in pit and machine room to prevent accidental contact or broken glass

Additional remarks

Inspector Aaron Wilhoite	QEI Number C-5936	Receiver of report sochoa@porterstarke.org	Telephone number (219) 476-4640
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IF VIOLATIONS ARE LISTED ABOVE, PLEASE READ THIS: This Inspection Report provides you with a notice of any violations that were observed by the Division of Fire and Building Safety inspector. If: (1) these violations are corrected; (2) a duly authorized representative of the owner certifies below that the violations have been corrected; and (3) the Division of Fire and Building Safety receives a copy of this certification and the inspection report within 30 days of this inspection, this will be taken into consideration when the Division determines whether enforcement order will be issued; and if an enforcement order is issued, timely voluntary compliance may result in a reduced or no monetary penalty. If the Division does not receive this certified Inspection Report within the above-specified number of days, the Division will issue an enforcement order addressing these violations. An enforcement order may impose a number of different sanctions which could include a penalty of up to \$250 per day for each violation. The undersigned attests, subject to the penalties for perjury, that he/she is the owner of the elevator, or that he/she is the properly authorized representative, agent, member or officer of the owner and hereby certifies, subject to the penalties of perjury, that all the violations listed on this Inspection Report have been corrected.

Signature 	Date 10/25/17	Printed Name Steve Sochoa	Title Director - Facilities
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Telephone Number (317) 232-2670 Fax:(317) 232-6609

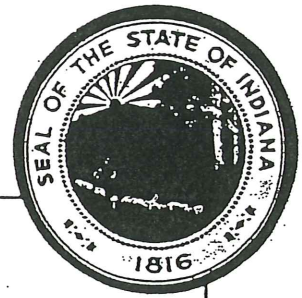
E-mail: elevamuse@dhs.in.gov

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Please be advised that if you desire administrative review of this action, you must file a written petition for review at the above address with the Division of Elevator Safety identifying the matter for which you seek review no later than eighteen (18) days from the date of this letter, unless such a date is a Saturday, Sunday, or legal holiday under State Statute, or a day that this office is closed during regular business hours. If you do so, your petition for review will be granted and an administrative proceeding will be conducted by an administrative law judge of the Fire Prevention and Building Safety Commission. If you do not file a petition for review, this action will be final.

Please be further advised that you may request an opportunity to informally discuss this matter prior to filing a petition for review. Such an informal discussion or request however, does not extend the deadline for filing a petition for review, and therefore any request should be made promptly, preferably by telephone. Our telephone number is (317) 232-2670.

NOTICE OF APPEAL RIGHTS



An inspection was conducted by a representative of this Division. The report to this Office indicated that the unit(s) (see attached forms) were in unsatisfactory condition.

You are required to comply with the authorized inspector's correction order to meet the requirements of Indiana law. The required certificate will not be issued until such time as the authorized inspector's correction order has been complied with, and this Office has been notified by you of such compliance.

Please be advised that if you desire an administrative review of this action, you must file a written petition for review with the Fire Prevention and Building Safety Commission at 402 West Washington St., Room W 246 Indpls., IN 46204, Office of the State Building Commissioner, identifying the matter for which you seek review no later than eighteen (18) days from the date of this order, unless such date is a Saturday, Sunday, or legal holiday under State Statute, or a day that the Fire and Building Services Department's offices are closed during regular business hours, in which case the deadline would be the first day thereafter that is not a Saturday, a Sunday, or a legal holiday under state statute or a day that the Fire and Building Services Department's offices are closed during regular business hours. If you do so, your petition for review will be granted and an administrative proceeding will be conducted by an administrative law judge of the Fire Prevention and Building Safety Commission. If you do not file a petition for review, this action will be final.

Please be further advised that you may request an opportunity to informally discuss this matter prior to filing a petition for review. Such an informal discussion, or request however, does not extend the deadline for filing a petition for review, and, therefore any request should be made properly, preferably by telephone. Our telephone number is (317) 232-2670.

Received by (Title)	Signature	Date
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Steven Ochoa

From: Bass, Kaitlyn <Kaitlyn.Bass@otis.com>
Sent: Thursday, October 25, 2018 1:01 PM
To: Steven Ochoa
Subject: RE: Elevator Inspection
Attachments: P and C reapiacemnet 10.25.18.pdf

Hi Steve,

All violations have been taken care of by Scott. Attached is the proposal for the piston and cylinder replacement. The proposal says 100% down payment but if we need to do 50% hat is okay. Once this is signed by you, I will get the repair scheduled. Let me know if you have any questions.

Regarding the invoices that were sent to you for this. We do need payment from you since we have a contract together but I would advise sending this over to the state to reimburse you since we had no issue prior until the inspector came out.

Best,

Kaitlyn Bass
Account Manager

M: 331.315.5658
E: kaitlyn.bass@otis.com
F: 860.425.5108

OTIS Elevator Company
949 Oak Creek Drive
Lombard, IL 60148
U.S.A
otis.com

Data privacy is important. Here's our [policy](#).



From: Steven Ochoa [mailto:sochoa@porterstarke.org]
Sent: Tuesday, October 23, 2018 1:49 PM
To: Bass, Kaitlyn <Kaitlyn.Bass@otis.com>
Cc: Steven Ochoa <sochoa@porterstarke.org>
Subject: [External] Elevator Inspection

Kaitlyn,

As you know the state inspected our 2 elevators two weeks ago. Besides the Hydraulic cylinders the following items need to be addressed before 11/11. Can you tell me if this has been done or when it will be done?

Elevator 46353

Protective covers need to be installed over lights in pit and machine room.

Elevator 38707

Engaging rollers shall be maintained to ensure safe and proper operation.

Escape hatch shall be tool less entry. (Wing nuts rusted)

Thanks

Steve

Steve Ochoa

Director Facility Management

Porter- Starke Services, Inc.

701 Wall Street, Valparaiso, IN 46383

PH: 219-476-4652 FX: 219-476-4693



www.porterstarke.org

Porter-Starke Services is dedicated to enhancing the quality of life in our community through prevention, treatment, education and research.

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A

L E A S E

WHEREAS, Urschel Development Corp., an Indiana corporation, executed and delivered its corporate warranty deed on the first day of August, 1974, conveying the hereinafter described real estate to the Board of Commissioners of Porter County, Indiana, which deed was recorded on the ninth day of August, 1974; and

WHEREAS, the purchase price for said real estate, namely Fifty-Four Thousand Dollars (\$54,000.00) was paid by Porter-Starke Services, Inc., an Indiana not-for-profit corporation; and

WHEREAS, the Trustees of Porter Memorial Hospital, Porter County, Indiana, contributed Three Hundred Thousand Dollars (\$300,000.00) toward the construction of a comprehensive health facility to be constructed on the hereinafter described real estate which was conveyed by said corporate warranty deed; and

WHEREAS, the State of Indiana contributed Nine Hundred Thousand Dollars (\$900,000.00) to ensure the complete construction of the comprehensive health center on the real estate hereinafter described; and

WHEREAS, Porter-Starke Services, Inc., an Indiana not-for-profit corporation, supervises the maintenance and operation of the comprehensive health center constructed on the real estate hereinafter described, and has employed psychiatrists, directors, nurses, and a host of other employees; and

WHEREAS, it is necessary to reduce to writing the intent and desires of the parties: namely the Board of Commissioners of Porter County, Indiana, hereinafter called the "First Party"; the Trustees of Porter Memorial Hospital, hereinafter called the "Second Party"; and Porter-Starke Services, Inc., hereinafter called the "Third Party";

NOW THEREFORE, for and in consideration of the First Party and Second Party providing funds for the construction of the comprehensive health center located upon the hereinafter described real estate and the promise by Porter-Starke Services, Inc. to maintain and operate a comprehensive health center from the facilities located upon the real estate hereinafter described, the party of the first part does hereby lease to the party of the third part, and the party of the second part does hereby join in the lease, manifesting its consent thereto, for a period of fifty (50) years, unless sooner terminated, the following described real estate and improvements located thereon, as the same exist today and as the same may be modified from time to time, which real estate is located in the City of Valparaiso, Porter County, Indiana, and is described as follows:

A parcel of land in the NE 1/4 of Section 13, Township 35 North, Range 6 West of the 2nd P.M., said parcel in the City of Valparaiso, County of Porter, Indiana, being more particularly described as follows: Commencing at the SW corner of said NE 1/4, thence N 0°08'50" East along the West line of said NE 1/4 a distance of 904.8 feet to the Northwest corner of Artillas Subdivision; thence North 89°59'26" East a distance of 1394.41 feet; thence North 0°07'31" West a distance of 482.15 feet to the North right of way of the proposed extension of Wall Street and the point of beginning; thence continuing North 0°07'31" West along the West right of way of Commerce Avenue a distance of 297.53 feet thence South 89°49'29" West along a line parallel to the proposed extension of Wall Street, a distance of 438.44 feet; thence South 0°08'50" West along a line parallel to Valparaiso Street a distance of 226.93 feet to a point of curvature; thence Southeasterly along a curve to the left (Radius - 459.58 feet, Tangent - 52.29 feet, Delta 9°20'31", Chord - 74.85 feet) an arc distance of 74.93 feet, to the North right of way of the proposed extension of Wall Street; thence Northeasterly on said North right of way along a curve to the right (Radius - 660.00 feet, Tangent - 36.98 feet, Delta - 6°24'51", Chord - 73.84 feet) an arc distance of 73.89 feet to a point of tangency with the following course: thence North 89°49'29" East along the North right of way of the proposed extension of Wall Street a distance of 360.06 feet to the point of beginning, the whole parcel containing 3.00 acres, more or less, and subject to a 20 foot wide easement for drainage and utility runs over the West line of the parcel, and to all existing easements and rights of way,

and the following conditions following.

The party of the first part shall hereinafter be referred to as "Lessee" and the party of the second part shall hereinafter be referred to as "Lessor", and the terms "Lessor" and "Lessee" are intended to include the

successors and assigns of the original parties and their legal representatives, successors and assigns who from time to time are lessor and/or lessee.

W I T N E S S E T H :

1. Demise of Premises. That Lessor, for and in consideration on the part of Lessee to perform the service of maintaining and operating a comprehensive health center on the real estate herein described does hereby lease, let and demise unto the Lessee the real estate herein described for the primary term for a period of fifty (50) years, commencing on the first day of August, 1974, and continuing from said commencement date until the end of the primary fifty (50) year period.

2. Secondary Term. Upon the expiration of the primary term of this lease, Lessee shall have one successive option to renew for one fifty (50) year period, providing that the Lessee shall give Lessor in writing at least one hundred eighty (180) days prior to the expiration of the primary term of this lease, notice that Lessee intends to renew the same. If, however, a written notice of intention to exercise the option for a second fifty (50) year term is in fact not made within said one hundred eighty (180) day period, and the Lessee is still conducting the business of a comprehensive health center from the location, no written intention to renew shall be required if within one hundred eighty (180) days prior to the expiration of the primary term of fifty (50) years, the Lessee is still in the business of maintaining and operating a comprehensive health center. The extended terms hereunder shall be subject to all of the terms and provisions and conditions of the within lease. Consideration for the extended terms shall be the same as the primary term, namely the operation of a comprehensive community health center.

3. Rent Payable. The Lessor covenants and agrees with the Lessee that the Lessee need pay no monetary rental, but that the consideration of the Lessee in maintaining the comprehensive health center on the within described real estate is the sole

consideration of the lease flowing to the Party of the First Part and the Party of the Second Part together with the acknowledgment of the fact that the State of Indiana has contributed Nine Hundred Thousand Dollars (\$900,000.00) toward the construction and furnishing of the improvement located upon the within described real estate.

It is the purpose and intent of the Lessor and Lessee and of the Party of the Second Part that the Lessee shall pay all costs, expenses and obligations of every kind and nature whatsoever relating to the demised premises which may arise or become due during or out of the initial term or any renewal term of this lease, and such expenses shall be paid by Lessee and that Lessor shall be indemnified and saved harmless from Lessee against and from the same, and that the Party of the Second Part shall be indemnified and saved harmless from any expense also.

Lessee shall pay without notice and without abatement all sums and expenses of whatever kind and whatever nature, including but not limited to assessments, taxes, utilities, and expenses for maintenance and improvement. The agreement by Lessee to pay these expenses constitutes a portion of the consideration hereunder.

The parties understand that the record title owner of the within described real estate is the Board of Commissioners of Porter County and consequently no assessments or taxes may be ever assessed, but should taxes or assessments be assessed, then it is the obligation of the Lessee to pay the same before they are delinquent.

The Lessee agrees to maintain insurance in reasonable amounts with reasonable companies, protecting the Lessee and the Lessor against all reasonable hazards.

That Lessee shall forever indemnify and save harmless the Lessor from and against any and all liabilities, penalties, damages, expenses and judgments arising from injury during the said term to person or property of any nature, occasioned wholly or in part by any act or acts, commission or commissions, or omissions of the employees, agents, assigns, or underlessees of the Lessee, or by the Lessee, and also for any manner or thing growing out of the occupation or use of the demised premises.

That Lessee will use and occupy the premises in a careful and prudent manner and not commit waste thereon.

4. Covenants of Lessor.

Lessor hereby warrants, represents and covenants to Lessee as follows:

(a) Title: That Lessor is, at the time of the execution of this lease, the sole owner in fee simple of the property hereinabove described, and that it has good and marketable title and the full right to lease the same for the term aforesaid. It is expressly understood and agreed that the above covenant and warranty of Lessor constitutes Lessor's warranty that in the event Lessor does not have the title and rights aforesaid, then in such event this Lease shall, at the option of Lessee, become null and void.

(b) Quiet Enjoyment: That upon Lessee observing and performing all of the terms, covenants and conditions on Lessee's part to be observed and performed, Lessee may peaceably and quietly have, hold, occupy and enjoy the demised premises and all the appurtenances thereto without hindrances or molestation; provided, however, that Lessor and Lessor's agents may examine the demised premises at any reasonable time, subject to the Lessor's right to terminate this Lease as specified herein. Lessee is given the right to make alterations within or without the improvements located upon the demised premises.

(c) Rights of Lessor: The parties expressly agree that the Lessor has all rights conferred upon Lessor by law or equity in protecting its interest in the within described real estate.

Executed this 6th day of Dec, 1976.

BOARD OF COMMISSIONERS
OF PORTER COUNTY

Richard J. Anderson
Walter S. Campbell
Murray J. Gaur

BOARD OF TRUSTEES OF
PORTER MEMORIAL HOSPITAL

Samuel C. Bradwell
Maurice Mason
Margaret H. Carrington
Roger T. Clendon
PORTER-STARKE SERVICES, INC
By: John J. Payne
Attest: John J. Payne

Press Envelope

402 W WASHINGTON ST
INDIANAPOLIS IN 46204-2707
P: BRWN01S: TYE
STEV-1003 I: C1
1ZF382E1221001 7547
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UPS ACCOUNT NO. **F 3 8 2 E 1**
REFERENCE NUMBER

Steve Ochoa **TELEPHONE**
219-531-3526

PORTER-STARKE SERVICES

601 WALL ST

VALPARAISO IN 46383 2512

DELIVERY TO

State
Building Commission 317 232-2670
Fire Prevention & Building Safety Commis
402 West Washington St Room
Indianapolis, IN, 46204

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EXPRESS (INTL)
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