



# City of Napoleon, Ohio

## Zoning Department

255 West Riverview Avenue, P.O. Box 151

Napoleon, OH 43545

Kevin Schultheis Code Enforcement/ Zoning Administrator

Telephone: (419) 592-4010 Fax: (419) 599-8393

[www.napoleonohio.com](http://www.napoleonohio.com)

### **RESIDENTIAL ZONING PERMIT**

Issued Date: November 4, 2020

Expiration Date: November 4, 2021

Permit Number: P-20-224

Job Location: 117 Raymond Street

Owner: Lois Stites  
117 Raymond Street  
Napoleon, Ohio 43545

Contractor: EverDry Waterproofing  
419-841-6055

Zone: R-3 Moderate Density Residential

Set Backs: Principle Building

Front: 25 Rear: 15 Side: 7

**Comments:**

Installing new 4" corrugated tile going into new crock and sump pump

Permit Type: Zoning

Fee: \$25.00

Status: Paid

Amount Due: \$0.00

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P200224

### Residential Zoning Permit Application

Date 11-4-2020 Job Location 117 Raymond

Owner Lois & Stites Telephone # 419-599-1436

Owner Address 117 Raymond

Contractor Everday waterproofing Cell Phone # 419-841-6055

Description of Work to be Performed Installing new 4" corrugated tile going into new clock and sump pump

Estimated Completion Date 11-4-2021 Estimated Cost 18,445

Demo Permit - \$100.00 - See Separate Form	(MDEMO 100.1700.46690)	\$
Zoning Permit - \$25.00	(MZON 100.1700.46690)	\$ 25-
Fence/Pool/Deck - \$25.00	(MZON 100.1700.46690)	\$
Accessory Building 200 SF or less (Detached) - \$25.00	(MZON 100.1700.46690)	\$
Driveway/Sidewalk/Curbing/Patio - \$0.00	(MZON 100.1700.46690)	\$
Drainage Permit/Outside Water/Sewer Repair - \$0.00	(MBLDG 510.0000.44730)	\$
1" Water Tap, 5/8" Meter, Copper Setter and Transmitter - \$1,200.00(Outside City - \$5,680)	(MBLDG 510.0000.44730)	\$
1" Water Tap, 3/4" Meter, Copper Setter and Transmitter - \$1,300.00(Outside City - \$5,820)	(MBLDG 510.0000.44730)	\$
1" Water Tap, 1" Meter, Copper Setter and Transmitter - \$1,400.00 (Outside City - \$5,960)	(MBLDG 510.0000.44730)	\$
1" Meter, Copper Setter and Transmitter Without Tap - \$525.00	(MBLDG 510.0000.44730)	\$
3/4" Meter, Copper Setter and Transmitter Without Tap - \$440.87	(MBLDG 510.0000.44730)	\$
5/8" Meter, Copper Setter and Transmitter Without Tap - \$350.00	(MBLDG 510.0000.44730)	\$
Sewer Tap For Lots 7,200 Sq. Ft. Or Less - \$0.00	(MBLDG 520.0000.44830)	\$
Sewer Tap For Lots (Single Family) 7,201 To 12,199 Sq. Ft. ( x \$0.012)	(MBLDG 520.0000.44830)	\$
Sewer Tap For Lots (Single Family) 12,200 Sq. Ft. or Greater - \$60.00	(MBLDG 520.0000.44830)	\$
Sewer Tap For Lots (Two Family) 7,201 to 23,866 Sq. Ft. ( x\$0.012)	(MBLDG 520.0000.44830)	\$
Sewer Tap For Lots (Two Family) 23,867 Sq. Ft. or Greater - \$200.00	(MBLDG 520.0000.44830)	\$
Sewer Tap For Lots (Three Family) 7,201 to 36,366 Sq. Ft. ( x\$0.012)	(MBLDG 520.0000.44830)	\$
Sewer Tap For Lots (Three Family) 36,367 Sq. Ft. or Greater - \$350.00	(MBLDG 520.0000.44830)	\$
Sewer Tap Inspection Fee For Single Family or Duplex - \$60.00	(MBLDG 520.0000.44830)	\$
Inspection Fee Outside the Corporation Limits - Increase 50%	(MBLDG 520.0000.44830)	\$
<b>TOTAL FEE:</b>		\$

I FULLY UNDERSTAND THAT NO EXCAVATION, CONSTRUCTION OR STRUCTURAL ALTERATION, ELECTRICAL OR MECHANICAL INSTALLATION OR ALTERATION OF ANY BUILDING STRUCTURE, SIGN, OR PART THEREOF AND NO USE OF THE ABOVE SHALL BE UNDERTAKEN OR PERFORMED UNTIL THE PERMIT APPLIED FOR HEREIN HAS BEEN APPROVED AND ISSUED BY THE CITY OF NAPOLEON ZONING DEPARTMENT.

I hereby certify that I am the Owner of the named property, or that the proposed work is authorized by the Owner of record and that I have been authorized by the Owner to make this application as his/her authorized agent and I agree to conform to all applicable laws of the jurisdiction. In addition, if a permit for Work described in this application is issued, I certify that the code official or the code official's authorized representative shall have the authority to enter areas covered by such permit at any reasonable hour to enforce the provisions of the code(s) applicable to such permit.

I HEREBY ACKNOWLEDGE THAT I HAVE READ AND FULLY UNDERSTAND THE ABOVE LISTED INSTRUCTIONS.

SIGNATURE OF APPLICANT: [Signature]

DATE: 11-4-2020

BATCH # 44232

CHECK # 4265

DATE 11-5-20



# EVERIDRY WATERPROOFING

## WORK CARD

11/9/20  
EP  
guard

Phase 1 - EZB Date

12/14

Scheduled Start Date

01/28

Confirmed H  W

Short  
notice  
schedule

SAL  
12/14/20  
12/20/20

Customer's Name: Lois E stites

Customer's Address: 117 Raymond

City, State, Zip: Napoleon, OH 43545

Primary Phone #: 419-599-1430

Secondary Phone #: \_\_\_\_\_

Primary E-mail: -

Secondary E-mail: \_\_\_\_\_

Cross Roads / Landmarks: \_\_\_\_\_

### URGENT: FOR OFFICIAL PROCESSING

Inspector: Bayle Production Supervisor: Tim

Order Processor: Melissa Materials Drop Ship: -

Office Mgr.: Carl Foreman: \_\_\_\_\_

BHA Certified: Tony Quality Control: Joey

# The No.1 Choice

PK

Contract Date 10-21-20  
 Length 35 x Width 25  
 Lineal Ft. Total 120  
 Square Ft. Total 875

**FOUNDATION TYPE**  
 Basement     Block     Stone  
 Crawl     Brick     Clay Tile  
 Slab     Poured     Mich. Ledge

**System Chosen** Multi-Step

**INSIDE PROCEDURES**

- Open Inspection Trench
- Inspect and Pack Footer Area
- Pressure Relief Tiles
- Pressure Relief Crock and Lid # 1
- Premium Relief 1/3 hp Pump System # 1
- 1/3 hp Safety Pump W/Battery Pack # 1
- Fill / Seal Wall and Floor Cracks
- Evercrete
- Cove Seal System
- Encapsulation Wall L.F. \_\_\_\_\_ Floor S.F. \_\_\_\_\_
- Durashield™ L.F. \_\_\_\_\_
- EZB Ventilation *→ Install ASAP*
- With Conditioner
- STABLOWALL™ Support Systems # 1

**OUTSIDE PROCEDURES**

- Dig Inspection Trench
- Seal Above Grade Cracks
- Fill / Seal Wall Cracks - Including,
- Below Insp. Trench To Their Ends
- Sub-soil MDS Drainage Systems (OR)
- Trench and Seal Where Necessary
- Seal Outside Coves
- Backfill and Rake Trenched Areas
- Extend Downspouts - (Temporary Surface)

**ACCOMPANYING PHOTOS:**

Home \_\_\_\_\_ Inside # \_\_\_\_\_ Outside # \_\_\_\_\_ Crew / Install # \_\_\_\_\_

**IMPORTANT NOTE:**

It is suggested that Homeowner remove flowers, plants and bushes in areas where work is to be performed. Contractor cannot guarantee if damaged.

Initial LES

**HOMEOWNER PREPARATIONS - INSTRUCTIONS**

Initial All

<u>In order to receive \$1300 Rewards I will</u>	
<u>Be available w/ 24-48 hr</u>	<u>LES</u>
<u>Be available between 7:30-8:30 am</u>	<u>LES</u>
<u>move item 3.5 ft from exterior walls</u>	<u>LES</u>
<u>I'd drop location</u>	<u>LES</u>
<u>Authorize Everdry to purchase materials for project</u>	<u>LES</u>

P.O. # 2430 G1

Circle all that apply

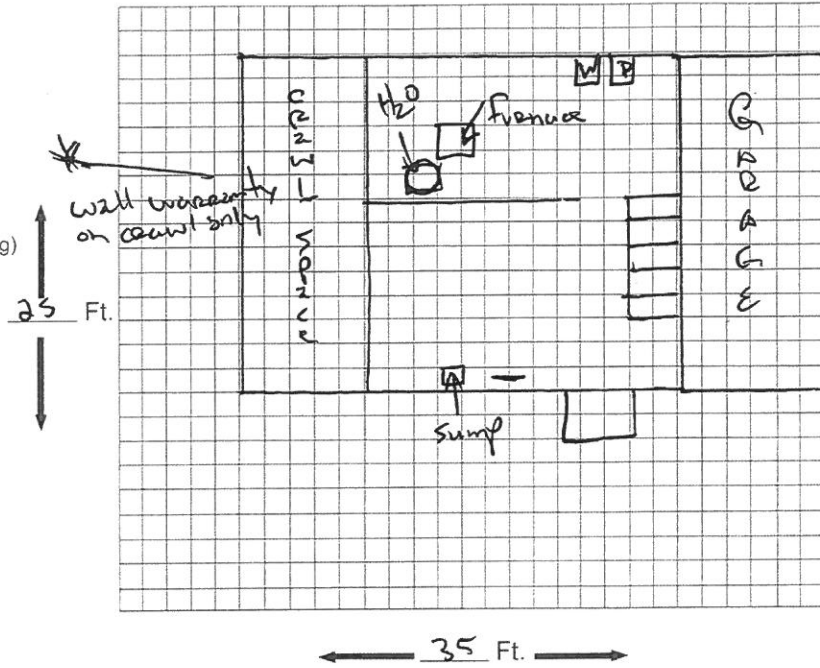
IMPORTANT NOTE: Foreman may make adjustments or modifications to initial waterproofing design based on onsite excavation.

**INSIDE AREA**

- Bare
- Finished
- Panel
- Drywall
- Carpet
- Floor Tiles
- Appliances/Fixtures:  
(indicate location on drawing)
- Washer/Dryer
- Sink
- Toilet
- Shower
- Furnace
- H<sub>2</sub>O Tank
- Fuel Oil Tank
- Exist. Sump
- Well Pump and Tank
- Softener

**OUTSIDE AREA**

- Landscaping
- Deck
- Bushes
- Trees



Drawing Designed and Reviewed By:

Rep BB Cust. LES Cust. LES

Inside System -Red    Outside Sub-Soil -Green    STABLOWALL™ -Blue    Durashield™ -Yellow

**IMPORTANT NOTE:**

Termination point for Pressure Relief Pump is at Foreman's discretion. Possibilities include: surface, hill swale, storm drain (if access at house) or any other that is in accordance with local codes.

Initial LES

NOTES TO FOREMAN - SPECIAL INSTRUCTIONS	Initial All
(Reasons To Fix)	
Stop water	<u>LES</u>
Dry basement	<u>LES</u>
4' mold	<u>LES</u>
Replace integrity of walls	<u>LES</u>

Investment 18,445      Deposit 900  
 Cash 17,545      Financed \_\_\_\_\_      CC \_\_\_\_\_

Buyer is to make the foundation walls and the floor completely bare and accessible in the areas specified by Contractor. Examples of items to be removed by Buyer prior to commencement of work include, but are not limited to, paneling, drywall, carpet, steps, stored goods, etc. Buyer is also responsible for replacement of same; Buyer must notify Contractor before commencing replacement.

Buyer understands and agrees that if Buyer declines to remove impediments including, but not limited to, the items listed above, the effectiveness of the Everdry Waterproofing System will be compromised and may not be fully covered by the Included Warranty or the renewable Master Service Warranty.

Signature Fair E. Stites Date 10/21/2020

**AGREED ADJUSTMENTS**

Date:	Initial

**FOREMANS DRAWING:**

Sketch (on site)      ←      Ft.      →

- downspouts:
- surface \_\_\_\_\_
- storm sewer \_\_\_\_\_
- other \_\_\_\_\_
- sump discharge:
- surface \_\_\_\_\_
- storm sewer \_\_\_\_\_
- other \_\_\_\_\_
- safety pump discharge:
- surface \_\_\_\_\_
- outside drainage system:
- drywell \_\_\_\_\_
- other \_\_\_\_\_
- ↑
- Ft.
- ↓
- Inside      - Red
- Outside     - Green
- Pump        - Blue
- Discharge   - Blue
- Dura-shield - Yellow
- Encapsulation
- EZB Ventilation - EZB
- Dehumidification
- STABLWALL™ - X

Signature of Customer upon completion of job in accordance with contract      Date

**LABOR:**

Name	1st day	2nd day	3rd day	4th day	5th day

Total Hrs. \_\_\_\_\_ Total Footage \_\_\_\_\_

# EVER DRY WATERPROOFING

www.everdrytoledo.com • 2930 Centennial Road • Toledo, Ohio 43617 • Phone 419-841-6055 • 800-825-6055



This agreement, entered into this 21 day of October, 2020, between EVERDRY WATERPROOFING at 2930 Centennial Rd., Toledo, OH 43617, herein referred to as "Contractor," and

Property Owner(s) Lois E. Stites  
 Street Address: 117 Raymond Phone # 419-599-1436  
 City Napoleon State OH Zip 43545 County Henry Alternate # \_\_\_\_\_

herein referred to as "Property Owner" witness that and hereby agree to as follows;

Contractor agrees to furnish all materials, equipment, and labor necessary to service the below grade masonry for the above named Property Owner. Worked to be performed will be based on the option chosen by Property Owner as detailed below.

I/we \_\_\_\_\_ the Property Owner(s) have read the reverse side of this agreement and understand that due to the nature of water seepage problems, the services provided by this agreement will not make the area serviced impermeable to water and that additional service may be required should subsequent seepage occur. (See reverse side of this agreement clause No. 9)

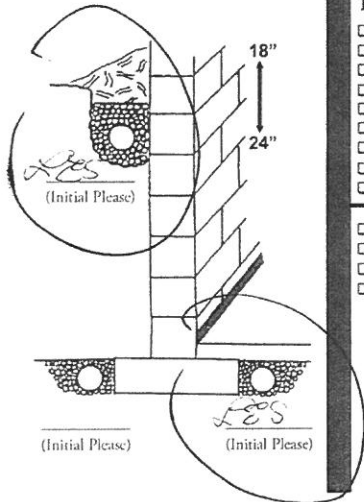
The Contractor represents that the installation of the work chosen below will be completed on or before the date of 1 / 15 / 21

### INSPECTIONS AND SERVICE

It is understood and agreed that at anytime during the warranty period, including both the Included Warranty and the Master Service Warranty as detailed below, it may be necessary for the Contractor to service or inspect the work originally performed. If the Contractor determines this service or inspection is needed, the Buyer must make the floor and/or necessary foundation walls bare and accessible by removing all obstructions completely, or all warranties may be declared null and void.

FOUNDATION TYPE	<input checked="" type="checkbox"/> Basement <input type="checkbox"/> Crawl Space <input type="checkbox"/> Slab	<input type="checkbox"/> Brick <input checked="" type="checkbox"/> Block <input type="checkbox"/> Poured	DIMENSIONS	(Interior Lineal Footage)	(Square Footage)
			Length <u>35</u> Width <u>25</u> Total <u>120</u>	Wall _____ Floor _____	

### OPTIONS



OPTION 1	OPTION 2	OPTION 3	OPTION 4
<b>Foundation Wall Replacement</b> <input type="checkbox"/> Remove Landscaping <input type="checkbox"/> Excavate wall areas <input type="checkbox"/> Remove damaged wall <input type="checkbox"/> Inspect footer areas <input type="checkbox"/> Install new wall <input type="checkbox"/> Tar coat new wall <input type="checkbox"/> Vapor barrier <input type="checkbox"/> Backfill with stone <input type="checkbox"/> Regrade areas  <input type="checkbox"/> No inside procedures <input type="checkbox"/> No floor work <input type="checkbox"/> Not warranted <input type="checkbox"/> Requires floor disclaimer	<b>Outside Wall Excavation</b> <input type="checkbox"/> Remove Landscaping <input type="checkbox"/> Excavate wall areas <input type="checkbox"/> Inspect, clean wall <input type="checkbox"/> Repair wall cracks <input type="checkbox"/> Tar coat wall <input type="checkbox"/> Vapor barrier <input type="checkbox"/> Backfill wall with stone <input type="checkbox"/> Regrade areas  <input type="checkbox"/> No inside procedures <input type="checkbox"/> No floor work <input type="checkbox"/> Not warranted <input type="checkbox"/> Requires floor disclaimer	<b>Interior Drain Replacement</b> <input type="checkbox"/> No outside procedures <input type="checkbox"/> No wall work <input type="checkbox"/> Not warranted <input type="checkbox"/> Requires wall disclaimer  <input type="checkbox"/> Open floor perimeter <input type="checkbox"/> Trench floor area <input type="checkbox"/> Drill drainage holes <input type="checkbox"/> Install drain tile <input type="checkbox"/> Seal floor cracks <input type="checkbox"/> Connect to sump pit <input type="checkbox"/> Standard 1/4 HP sump <input type="checkbox"/> Recement floor areas	<b>Multi Step I/S O/S System</b> <input checked="" type="checkbox"/> Hand dig inspection trench <input checked="" type="checkbox"/> Seal wall cracks <input checked="" type="checkbox"/> Subsoil MDS drain tile <input checked="" type="checkbox"/> Or Trench and Seal <input checked="" type="checkbox"/> Seal above grade cracks <input checked="" type="checkbox"/> Downspouts, splash blocks <input checked="" type="checkbox"/> Regrade areas <input checked="" type="checkbox"/> Seal outside eaves  <input checked="" type="checkbox"/> Open floor perimeter <input checked="" type="checkbox"/> Inspect, and pack footers <input checked="" type="checkbox"/> Pressure relief drain tile <input checked="" type="checkbox"/> Pressure relief sump crock <input checked="" type="checkbox"/> Heavy Duty 1/3 HP Pump <input checked="" type="checkbox"/> Safety pump with battery <input checked="" type="checkbox"/> Fill wall, floor cracks <input checked="" type="checkbox"/> Evercrete™ recement <input checked="" type="checkbox"/> EZBreathe ventilation <input checked="" type="checkbox"/> With Conditioner <input checked="" type="checkbox"/> StablWall # <u>1</u> <input type="checkbox"/> Durashield fig. _____ <input type="checkbox"/> Encapsulation _____
\$ _____	\$ _____	\$ _____	\$ <u>18,445</u>

Average cost per square foot \_\_\_\_\_

I / we have reviewed the options available and have chosen the following option 1 \_\_\_\_\_ 2 \_\_\_\_\_ 3 \_\_\_\_\_ 4 4 E.S.

I / we agree to pay the Contractor a sum as follows for the work:  
 CASH PRICE OF WORK \$ 18,445  
 DOWN PAYMENT MADE BY OWNER \$ 900  
 UNPAID BALANCE \$ 17,545  
 Cash upon completion  
 To be financed  
 Credit Card

**INCLUDED WARRANTY** Contractor agrees to service the seepage of water through the sub-soil masonry walls and floor for the areas specified of the option chosen above for a period of one year from date of this agreement without additional charge to Property Owner for labor and materials. See reverse side of this agreement for additional details.

**MASTER SERVICE WARRANTY** This agreement to provide Free Labor and Materials may be extended yearly for an additional sum of \$75.00 per year (hereafter, "Service Fee"), payable each consecutive year by the Property Owner on or before the anniversary date of this agreement, provided the Property Owner has fulfilled all the terms and conditions of this agreement. The Renewable Extended Service Agreement is transferable to new owners at current rate if the property is sold, provided: 1) the Service Fee is current 2) the Contractor is notified in writing of the transfer and 3) the Contractor must authorize transfer in writing. I have read and understand the terms of the included warranty and the renewable extended service agreement.

Property Owner(s) Lois E. Stites Date 10/21/20

We, the undersigned, have agreed to the terms and conditions of this agreement and all signed addendums, on the date written above. YOU THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

EDW Rep. (Print) Buyer Bookkeeper Date 10-21-20 Property Owner Lois E. Stites Date 10/21/20  
 EDW Rep. (Sig.) [Signature] Date 10-21-20 Property Owner \_\_\_\_\_ / Date \_\_\_\_\_

**TERMS AND CONDITIONS**

1. This agreement, including any and all signed addendums, contains the entire agreement between the Property Owner and Contractor. Property Owner acknowledges that no promises, representations or warranties except those herein specifically set forth in writing have been made by contractor, and that no modification of, or addition to, any provisions shall be valid or binding upon contractor, unless expressly set forth in writing.
2. Property Owner represents the I/we are the owners of the property to be serviced and that I/we have legal title to said property.
3. The Contractor represents that we are fully licensed in Ohio and Michigan, pay Workers Compensation and that public liability insurance are carried and applicable to the work to be performed under this contract.
4. Property Owner is to make the foundation walls and the floor completely bare and accessible in the areas specified by Contractor. If Property Owner declines to remove such items, the effectiveness of the waterproofing system may be compromised and may not be fully covered by the Included Warranty or the Master Service Warranty.
5. Contractor reserves the right of refusal on all contracts within fourteen (14) days of owner's acceptance and deposit received.
6. The Contractor, at its own expense, may make any changes to or modifications in initial waterproofing, and take any steps necessary for further service if required.
7. PROPERTY OWNER AGREES TO PROVIDE WORKING ELECTRICAL OUTLETS FOR SUBMERSIBLE PUMPS AND EZ BREATHE VENTILATION, IF REQUIRED AN APPLICABLE.
8. Property Owner agrees to notify contractor of the location of any hidden fuel, sewer or utility lines or the presence of any hazardous materials. Contractor can not be responsible for damage to same.
9. Contractor will not be responsible for damage to items that may occur as a result of sanitary or storm sewer back up, loss of power or failed sump pumps or any loss due to water seepage through non-basement areas such as : outside stair wells, chimneys, fireplaces and flues, basement windows or utility lines.
10. Ohio and Michigan law allows three (3) day right of rescission period. Property Owner recognizes that after such time, substantial production costs will have been incurred by Contractor and any and all costs as a result of cancellations beyond this period, without consent of Everdry Waterproofing, will be paid to Contractor by Property Owner in an amount equal to 25% of the contract price, and will be immediately due and payable.
11. If any provision of this Agreement is declared null, void or otherwise unenforceable, such provision shall be deemed to have been severed from this Agreement, which shall otherwise be and remain in force and effect according to its remaining terms. Property Owner understands that any signed waivers that are required to complete this agreement are considered addendums to this agreement and are legal and binding parts of this agreement.
12. Any controversy or claim arising out of or relating to this contract, or breach thereof, shall be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and any judgment upon the award rendered by the Arbitrator(s) may be entered in any Court having jurisdiction thereof.

**MASTER SERVICE WARRANTY**

- A. **EverDry Wall / Floor Systems:** Contractor agrees to service the seepage of water through the sub-soil masonry walls and / or floor for the areas specified on the front side of this agreement, for a period of one (1) year from date of this agreement without additional charge to Property Owner for labor and materials.
- B. **Master Service Warranty:** This agreement to provide Free Labor and Materials may be extended yearly for an additional sum of \$75.00 per year (hereafter, "Service Fee"), payable each consecutive year by the Property Owner on or before the anniversary date of this agreement, provided the Property Owner has fulfilled all the terms and conditions of this agreement. New owners service fee will be updated to newest rate at time of transfer.
- C. **EverDry EZ Breathe Units/Dehumidification System:** Contractor warrants EZ Breathe unit for ten (10) years against defects. Dehumidifiers covered by manufactures warranty. Contractor will repair / replace units at no charge to Property Owner within said period. Property Owner agrees to maintain acceptable airflow requirements. Labor to replace free for the life of structure.
- D. **EverDry DuraShield:** On stone, brick and clay tile foundations, Contractor can only be responsible for seepage or dampness on walls if DuraShield is installed.
- E. **EverDry Wall Bracing:** If StablWall or steel beams are installed to stabilize a cracked or bowing wall, Contractor cannot guarantee straightening of the wall and future wall replacement may be needed. Contractor will refund the cost of StablWall should rebuild be necessary.
- F. **EverDry Pressure Relief Pumps:** Pumps are to be used for the Everdry System only. Routine maintenance and cleaning is required by Property Owner. (See homeowners manual for details) Pumps are warranted for 5 years from the date of install. Labor to replace free for the life of structure.
- G. **EverDry Safety Pump System:** Contractor agrees to warrant the Safety Pump System for a period of five (5) years. Batteries are warranted for one (1) year. Labor to replace free for the life of structure.
- H. Property Owner agrees not to alter, or allow others to alter, change or modify the contractors work in any manner as this will void any and all warranties.

Property Owner(s) L. P. E. Stites / Date 10/31/2020  
 Property Owner(s) \_\_\_\_\_ / Date \_\_\_\_\_