

## **ISLAND WATER SPORTS**

**Issue:** Vertical accessibility to a second floor storage area in a retail facility.

**Analysis:** The applicant is requesting a waiver from providing vertical accessibility to a 747 square foot storage area on the second floor. The storage is located in a lean to added to the rear of the building, with 747 square foot dressing rooms on the first floor. The addition will cost approximately \$110,000 and estimates of \$4,800-\$6,400 plus \$1,600 electrical work were submitted for installation of a stair lift. NOTE: A stair lift is not an acceptable method of providing vertical accessibility since it does not permit independent operation, nor would it transport a wheelchair.

### **Project Progress:**

The project is under construction.

### **Items to be Waived:**

Vertical accessibility to the second floor, as required by Section 553.509, Florida Statutes.

553.509 Vertical accessibility. Nothing in Sections 553.501-553.513 or the guidelines shall be construed to relieve the owner of any building, structure or facility governed by those sections from the duty to provide vertical accessibility to all levels above and below the occupiable grade level regardless of whether the guidelines require an elevator to be installed in such building, structure or facility, except for:

- (1) Elevator pits, elevator penthouses, mechanical rooms, piping or equipment catwalks and automobile lubrication and maintenance pits and platforms;
- (2) Unoccupiable spaces, such as rooms, enclosed spaces and storage spaces that are not designed for human occupancy, for public accommodations or for work areas; and
- (3) Occupiable spaces and rooms that are not open to the public and that house no more than five persons, including, but not limited to equipment control rooms and projection booths.

**Waiver Criteria:** There is no specific guidance for a waiver of this requirement in the code. The Commission's current rule, authorized in Section 553.512, Florida Statutes, provides criteria for granting waivers and allows consideration of unnecessary or extreme hardship to the applicant if the specific requirements were imposed.

REQUEST FOR WAIVER FROM ACCESSIBILITY REQUIREMENTS  
CHAPTER 553, PART V, FLORIDA STATUTES

Your application will be reviewed by the Accessibility Advisory Council and its recommendations will be presented to the Commission. You will have the opportunity to answer questions and/or make a short presentation, not to exceed 15 minutes, at each meeting. The Commission will consider all information presented and the Council's recommendation before voting on the waiver request.

1. Name and address of project for which the waiver is requested.

Name: ISLAND WATER SPORTS

Address: 1985 NE 2 ST  
DEERFIELD, FL. 33441

2. Name of Applicant. If other than the owner, please indicate relationship of applicant to owner and written authorization by owner in space provided:

Applicant's Name: DON DANIELSON  
Applicant's Address: 2334 SE 14 ST POMPANO, FL 33062  
Applicant's Telephone: 754 366 6801 FAX 954 942 2958  
Applicant's E-mail Address: DD.POMPANO@COMCAST.NET  
Relationship to Owner: CONTRACTOR  
Owner's Name LUCINDA COTTRELL  
Owner's Address: 1985 NE 2 ST DEERFIELD, FL 33441  
Owner's Telephone: 954 427 4929 FAX 954 366 7873  
Owner's E-mail Address: CHEYNE@ISLANDWATERSPORTS.COM  
Signature of Owner: [Signature]  
Contact Person: CHEYNE COTTRELL  
Contact Person's Telephone: 954 427 4929 E-mail Address: CHEYNE@ISLANDWATERSPORTS.COM

This application is available in alternate formats upon request.  
Form No. 2001-01

3. Please check one of the following:

- New construction.
- Addition to a building or facility.
- Alteration to an existing building or facility.
- Historical preservation (addition).
- Historical preservation (alteration).

4. Type of Facility. Please describe the building (square footage, number of floors). Define the use of the building (i.e., restaurant, office, retail, recreation, hotel/motel, etc.)

RETAIL SURF SHOP - 1-STORY w/ 3920 sq RETAIL SPACE.  
LEAN-TO ON BACK OF BUILDING IS STORAGE ON 2ND FLOOR w/ 947 sq  
LEAN-TO 1ST FLOOR IS DRESSING ROOMS, STORAGE w/ 747 sq

5. Project Construction Cost (Provide cost for new construction, the addition or the alteration):

PROJECT COST FOR STORAGE ADDITION ON LEAN TO, \$110,000

6. Project Status: Please check the phase of construction that best describes your project at the time of this application. Describe status.

Under Design  Under Construction\*

In Plan Review  Completed\*

\* Briefly explain why the request has now been referred to the Commission.

CITY PLAN REVIEWER RECOMMENDED A REVIEW BY COMMISSION TO DETERMINE IF ACCESSIBILITY CAN BE WAIVED.

7. Requirements requested to be waived. Please reference the applicable section of the Florida law. Only Florida-specific accessibility requirements may be waived.

Issue FBC 11.4.3-1.5 "ACCESSIBILITY TO WORK AREAS"

1: \_\_\_\_\_

Issue  
2: \_\_\_\_\_

Issue  
3: \_\_\_\_\_

8. Reason(s) for Waiver Request: The Florida Building Commission may grant waivers of Florida-specific accessibility requirements upon a determination of unnecessary, unreasonable or extreme hardship. Please describe how this project meets the following hardship criteria. Explain all that would apply for consideration of granting the waiver.

The hardship is caused by a condition or set of conditions affecting the owner which does not affect owners in general.

ACCESS TO 2ND FLOOR STORAGE AREA IS NOT A WORK AREA AND DOES NOT AFFECT OWNER.

Substantial financial costs will be incurred by the owner if the waiver is denied.

OUR BUDGET DOES NOT INCLUDE STAIR LIFT COSTS AND IT WOULD ADD AT LEAST 10% OVER BUDGET DUE TO ECONOMIC CLIMATE.

The owner has made a diligent investigation into the costs of compliance with the code, but cannot find an efficient mode of compliance. Provide detailed cost estimates and, where appropriate, photographs. Cost estimates must include bids and quotes.

\_\_\_\_\_  
\_\_\_\_\_

9. Provide documented cost estimates for each portion of the waiver request and identify any additional supporting data which may affect the cost estimates. For example, for vertical accessibility, the lowest documented cost of an elevator, ramp, lift or other method of providing vertical accessibility should be provided, documented by quotations or bids from at least two vendors or contractors.

a. OUR BIDS WERE \$4,800.- + \$6,400.00  
PLUS ELECTRICAL WORK \$1,300.- + DRYWALL \$900.-

b. LOWEST TOTAL COST = 7,000.-

c. \_\_\_\_\_

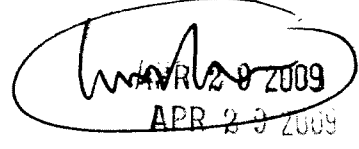
10. Licensed Design Professional: Where a design professional has designed the project, his or her comments MUST be included and certified by signature and affixing of his or her professional seal. The comments must include the reason(s) why the waiver is necessary.

THE ADDITION AS DESIGNED IS A STRUCTURE ONLY AREA —

NOT AS A WORK AREA DUE TO THE NATURE OF THE BUSINESS.  
INSTALLATION OF A LIFT OR ELEVATOR IS NOT FEASIBLE. IN ADDITION  
THE COSTS ARE EXCESSIVE FOR THE STATE IN THIS ECONOMIC  
REQUIREMENT.

Signature Printed Name William D. Cook P.E.

Phone Number 954-772-4624



(SEAL)

**CERTIFICATION OF APPLICANT:**

I hereby swear or affirm that the applicable documents in support of this Request for Waiver are attached for review by the Florida Building Commission and that all statements made in this application are to be the best of my knowledge true and correct.

Dated this 30 day of MAY, 20 09

Don Danielson  
Signature

DON DANIELSON  
Printed Name

By signing this application, the applicant represents that the information in it is true, accurate and complete. If the applicant misrepresents or omits any material information, the Commission may revoke any order and will notify the building official of the permitting jurisdiction. Providing false information to the Commission is punishable as a misdemeanor under Section 775.083, Florida Statutes.



Your Elevator and Lift Experts  
Sales, Service and Installation

EleLift LLC  
P.O. Box 740708  
Boynton Beach, FL 33474-0708

Ph: 561-Ele-Lift (561-353-5438)  
Fx : 561-992-0807  
info@elelift.com

## PURCHASE CONTRACT

ELE09-\_\_\_\_\_

This contract dated as of \_\_\_\_\_ is entered into between EleLift LLC, a Florida Limited Liability Company of Boynton Beach, FL (hereinafter known as "Seller"), and Island Water Sports of Deerfield Beach, Inc. a Florida Corporation with registered office located at 1985 NE 2<sup>nd</sup> Street, Deerfield Beach, FL 33441 (hereinafter know as "Customer").

Goods to be sold:

Seller agrees to provide and install one (1) Savaria B.07 Stairchair (the Goods") per the scope of work and specifications attached hereto as Exhibit A.

### 1. Purchase Price and Payment Terms:

The Customer shall pay to Seller for the Goods specified in paragraph one of this contract the sum of Six Thousand Four Hundred Dollars (\$6,400.00), the "Purchase Price", in accordance with the following schedule:

- \$4,000.00 payment ("first payment") shall be due upon contract signing. This payment shall be considered a non-refundable deposit which shall become the property of Seller should this contract be cancelled by the Customer at any time or should the Customer be in default of this Contract. If this order is canceled by the Customer for any reason, the Customer agrees to reimburse the Seller for all costs and expenses incurred in connection with this Contract, which may be in addition to the non-refundable deposit amount.
- \$2,400.00 payment ("second payment") of the Purchase Price shall be due upon delivery and when installation of the Goods are complete.

Customer agrees to permit Seller to commence installation within one week of Seller's receipt of Goods from the factory. If the installation is delayed, halted or interrupted for any other reason beyond the control of Seller, (including but not limited to having permanent power at the installation site) the balance due, less the sum of one thousand dollars, is to be paid to Seller at that time. The balance of one thousand dollars shall be paid by Customer to Seller within 10 days of completion of installation.

All payments are to be made payable to EleLift LLC and sent to:

EleLift LLC  
P.O. Box 740708  
Boynton Beach, FL 33704-0708

5/13/2009

## PURCHASE CONTRACT

ELE09-\_\_\_\_\_

Customer agrees to pay late fees at a rate of 1% per month on all amounts past due.

### 2. **Changes:**

All changes to the Goods, or to the Scope of Work shown in Exhibit A, must be agreed to in writing by the Seller and Customer in order to be binding and an agreed upon Purchase Price adjustment made as applicable. All changes to the Purchase Price shall be added to, or deducted from, the next payment milestone shown in Paragraph 1 above.

### 3. **Customer Default:**

Customer acknowledges that this equipment is custom made for this particular installation. If installation is delayed as described in paragraph 2 and either fails or refuses to make payment of the amount due at that time, Customer shall be deemed to be in default of this contract. Furthermore, if Customer fails to make any payment when due, Customer shall be deemed to be in default of this contract. Seller shall be entitled to all remedies provided under the laws of the state of Florida through its adaptation of the Uniform Commercial Code, or otherwise, including but not limited to specific performance.

In the event it becomes necessary for Seller to retain legal counsel, or undertake litigation, or to otherwise protect Seller's rights under this contract, or to defend Seller against claims which are Customer's responsibility, Customer shall pay reasonable attorney's fees and related costs whether or not such litigation proceeds to final judgment.

### 4. **Risk of Loss and Title to Goods:**

Seller shall bear all risk of loss to the goods due to fire, windstorm, accident, theft vandalism etc., prior to the commencement of installation of Goods at the Customer's job site. Customer shall bear all risk of loss to the Goods thereafter.

### 5. **Delay in Delivery:**

It is intended that delivery and installation take place within eight to ten weeks after the date approval of shop drawings and placement of order with the factory. Since the Goods are custom made, a backlog at the factory may cause a delay in delivery. Seller assumes no responsibility for such delays nor for failure to deliver goods to Customer on a particular date due to circumstances beyond its control.

### 6. **Applicable Law:**

This contract shall be governed in accordance with the laws of the State of Florida

### 7. **Successors or Assigns:**

This contract shall be binding upon the successors in interest or assigns of Seller or Customer. No Assignment of this purchase contract may be made without the written consent of the other party.

**PURCHASE CONTRACT**

**ELE09-\_\_\_\_\_**

**8. Manufacturer's Warranty**

The Goods include the manufacturer's standard warranty to repair or replace any covered defective part during the term of the warranty exclusive of labor.

**9. Permits and Approvals:**

Seller will use its customary and normal efforts to assist the Customer in obtaining required permits and approvals to complete the work including preparation and filing of all permit applications but in no way shall be liable for delays or denial of any such permits or approvals. Customer assumes all expenses of any additional requirements mandated by any permitting or other approval authority and not specifically included in the attached Scope of Work.

Seller

Customer

EleLift LLC

\_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_



**PURCHASE CONTRACT**

ELE09-\_\_\_\_\_

Exhibit A

**Scope of Work**

The Seller hereby agrees to provide all labor and material as necessary to install one (1) stairway chairlift at the following job location:

Job Name: **B.07-ISLAND WATER SPORTS**  
Project Location: **1985 NE 2<sup>nd</sup> Street**  
**Deerfield Beach, FL 33441**  
Contact: **Don Danielson**  
Office: **954-427-4929**  
Cell: **754-366-0801**  
Fax: **954-360-7873**  
Email: **karly@islandwatersports.com**

**Site specifications are as follows:**

- Thirteen (13) stair risers
- 170" from nose to overrun
- Width of staircase is 48"

**The chairlift specifications are as follows:**

Savaria B.07 Stairlift – Commercial Application  
Aluminum extruded rail  
45 and 90 degree seat swivel at top and bottom landings  
Adjustable footrest and seat height  
Maximum travel distance up to 32 feet  
Wall mounted call/send controls  
ASME 18.1 Public Building Package  
Obstruction sensors  
Standard beige color  
300 lb load rated  
18 ft per minute

*Installation to be in accordance with all applicable code requirements.*

**Work to be performed by others:**

Electrical work and outlet to be installed by others.

**MOBILITY  
EXPRESS**



«« EVERYBODY RIDES! »»

SCOOTERS ♦ WHEELCHAIRS ♦ LIFTS ♦ SALES ♦ SERVICE ♦ RENTALS ♦ TRADES

5/7/09

Attn: Don

Per our conversation this morning, the approximate price on a single straight stair lift for 8 feet height installed for persons up to 275 lbs is \$3200.

The approximate price for persons up to 400 lbs is \$4800.

Thank you for your inquiry.  
Looking forward to hearing from you.

Sincerely,  
Ruth Scheman, mgr

NO. DATE DESCRIPTION REVISIONS

- 1 05/03/07 AS PER BUILDING DEPT. COMMENTS

SCALE

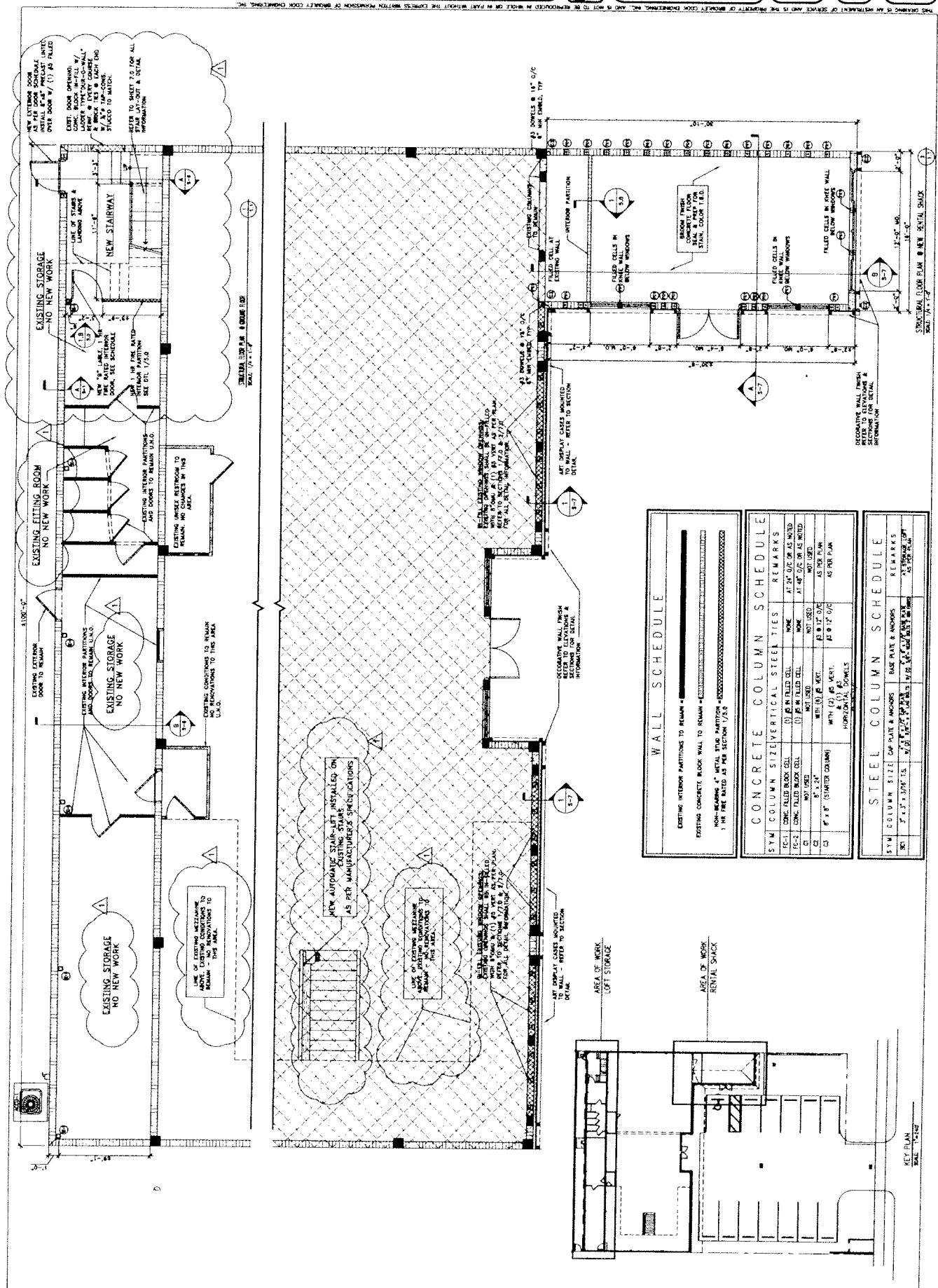
**BROMLEY • COOK ENGINEERING, INC.**  
 STRUCTURAL ENGINEERING SERVICES  
 5440 N.W. 53rd AVENUE  
 SUITE #100  
 FORT LAUDERDALE, FLORIDA 33309  
 TEL: (954) 772-4624 FAX: (954) 772-4654

**RENOVATIONS FOR :**  
 ISLAND WATER SPORTS  
 1969 • N. W. 11th AVENUE  
 DEERFIELD BEACH, FLORIDA

CONTRACTOR / BUILDER  
 OWNER / BUILDER  
 DATE: 11.02.07  
 DRAWN BY: L.A.K.  
 CHECKED BY: M.C.C.  
 SCALE: AS NOTED

SHEET NAME  
 SHEET NO. 11

11



**WALL SCHEDULE**

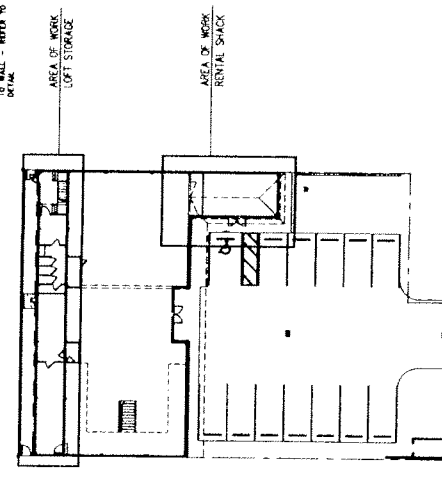
EXISTING EXTERIOR PARTITIONS TO REMAIN =	---
EXISTING CONCRETE BLOCK WALL TO REMAIN =	---
NON-BEARING 1/2" METAL MESH PARTITION =	---
1/2" PRE-CAST AS PER SECTION 1/2.9	---

**CONCRETE COLUMN SCHEDULE**

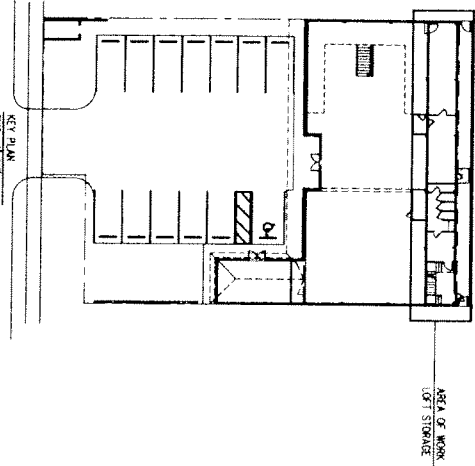
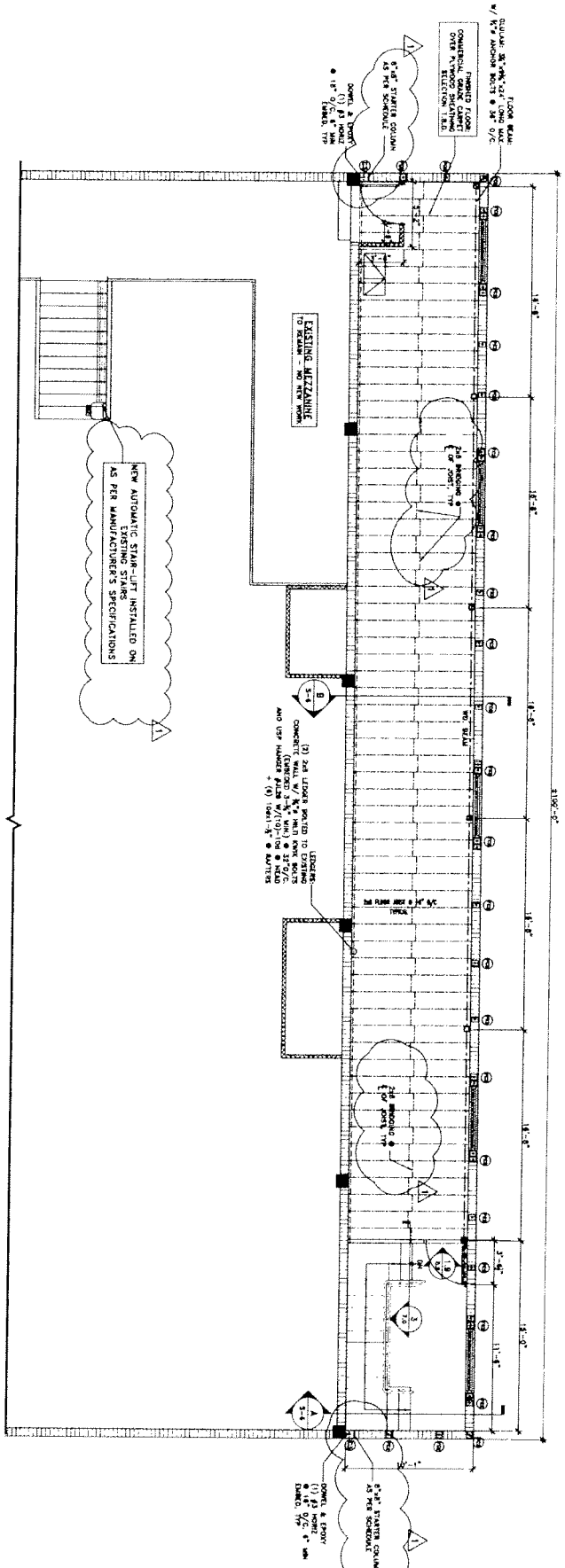
SYM	COLUMN SIZE	VERTICAL STEEL TIES	REMARKS
TC-1	CONG. FILLED BLOCK CELL	(1) 1/2" IN FILLED CELL	NONE AT 24" O/C OR AS NOTED
TC-2	CONG. FILLED BLOCK CELL	(1) 1/2" IN FILLED CELL	NONE AT 48" O/C OR AS NOTED
CC	1/2" PRE-CAST	NOT USED	NOT USED AS PER PLAN
CC	8" x 8" (SQUARE COLUMN)	WITH (1) 1/2" VERT. HORIZONTAL BOLDS	AS PER PLAN

**STEEL COLUMN SCHEDULE**

SYM	COLUMN SIZE	CAP PLATE & ANCHORS	BASE PLATE & ANCHORS	REMARKS
SC	8" x 8" (SQUARE COLUMN)	2" x 2" x 1/4" (S&B)	2" x 2" x 1/4" (S&B)	AS PER PLAN



KEY PLAN  
 SCALE: 1/8" = 1'-0"



**WALL SCHEDULE**

EXISTING INTERIOR PARTITIONS TO REMAIN	
EXISTING CONCRETE BLOCK WALL TO REMAIN	
NON-FINISH 4" METAL STUD PARTITION	
1 PG PER PART AS PER SECTION V/3.0	

SECTIONAL FLOOR PLAN - STORAGE UNIT  
SCALE: 1/4" = 1'-0"

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SHEET  
**1.2**

**SECTIONAL FLOOR PLAN**  
SHEET NAME

RENOVATIONS FOR:  
ISLAND WATER SPORTS  
1989-A NORTH EAST 2ND AVENUE  
DEERFIELD BEACH, FLORIDA

CONTRACTOR:  
OWNER / BUILDER



**BROMLEY · COOK ENGINEERING, INC.**  
STRUCTURAL ENGINEERING SERVICES  
5440 N.W. 33rd AVENUE  
SUITE #100  
FORT LAUDERDALE, FLORIDA 33309  
TEL: (954) 772-4624 FAX: (954) 772-4654

WILLIAM D. COOK, P.E.  
STATE OF FLORIDA  
NO. 15007  
EXPIRES 12/31/2008

REVISIONS		
NO.	DATE	DESCRIPTION
1	25 AUG 08	AS PER BUILDING DEPT. COMMENTS