ORDINANCE NO. 2020-17

AN ORDINANCE OF THE CITY OF CANTON, TEXAS, AMENDING ORDINANCE 2020-2, THE CITY OF CANTON ZONING ORDINANCE, BY AMENDING THE PLANNED DEVELOPMENT DISTRICT (PD) ON THAT APPROXIMATELY 34.37-ACRE TRACT OF LAND LOCATED AT 13785 STATE HIGHWAY 19, CANTON, TEXAS, OWNED BY SILVER SPUR RESORT LP, PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS ($2,000.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Planning and Zoning Commission of the City of Canton and the City Council of the City of Canton, in compliance with the laws of the State of Texas, with reference to the granting of zoning classifications and changes, have given the requisite notices by publication and otherwise, and have held due hearings and afforded a full and fair hearing to all property owners generally and to all persons interested and situated in the affected area and in the vicinity thereof; and

WHEREAS, the City Council of the City of Canton is of the opinion and finds that a zoning change should be granted and that the Zoning Ordinance and Map should be amended;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CANTON, TEXAS:

SECTION 1. That the Zoning Ordinance and Map of the City of Canton, Texas, as heretofore amended, be and the same are hereby amended by amending Ordinance No. 2019-01 on the property owned by Silver Spur Resort LP, located on the east side of Highway 19, north of Interstate 20, at 13785 State Highway 19 in Canton, Texas

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SECTION 2. That the property described may be used only for the purposes set out in the Zoning Ordinance of the City of Canton, subject to the following special conditions:

a. the property shall be developed in accordance with the City of Canton Zoning Ordinance; and
b. all other regulations of the "Planned Development District" as set out in Exhibit "A" attached hereto shall apply, and development shall be consistent with the Exhibit "B" Preliminary Site Plan attached hereto

SECTION 3. That any provisions of the ordinances of the City of Canton in conflict with the provisions of this Ordinance or the Zoning Ordinance and Map, as amended hereby, be, and the same are hereby, repealed.

SECTION 4. That should any sentence, paragraph, subdivision, clause, phrase or section of this Ordinance or the Comprehensive Plan, as amended hereby be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this Ordinance or the Comprehensive Plan as a whole, or any part or provision thereof, other than the part decided to be invalid, illegal or unconstitutional.

SECTION 5. Any violation of this Ordinance shall be a misdemeanor and each day that said violation occurs shall be a separate misdemeanor and the penalty for violating the provisions of this Ordinance shall be a fine not to exceed Two Thousand and No/100 ($2,000.00) Dollars.

SECTION 6. That this Ordinance shall take effect immediately from and after its passage and the publication of the caption as the law in such cases provides.

DULY PASSED by the City Council of the City of Canton, Texas, on the 18th day of August, 2020.

CITY OF CANTON, TEXAS

APPROVED:

Lou Ann Everett

Lou Ann Everett, Mayor

ATTEST:

Debra Johnson

Debra Johnson, City Secretary

EXHIBIT "A"

Silver Spur Development
Planned Development District
Development Standards

City of Canton, Texas

PLANNED DEVELOPMENT (P.D.)

Description: All of that territory consisting of 34.37 acres situated in the Q.C. Nugent Survey, A-618, located on the east side of Highway 19, and north of Interstate 20 at 13785 State Highway 19. The boundaries of the Planned Development District are defined in the Metes and Bounds description attached herein as Exhibit "1."

Purpose and Intent: The purpose of this Planned Development Zoning District is to provide a quality development in an orderly fashion.

Procedure: The standards contained herein set forth the conceptual requirements for the development of the district. Following approval of this ordinance, the developer shall prepare, in a phased manner where applicable, a detailed site plan for the area to be developed and conforming to the criteria established herein.

GENERAL CONDITIONS

Conformance to All Applicable Articles of the Canton Ordinances, Rules and Regulations:
Except as amended herein, this Planned Development shall conform to any and all applicable articles and sections of the City of Canton Zoning Ordinance, as the presently exist as the approval date this ordinance. The Site Plan adopted concurrently with these Development Standards is incorporated herein by reference and shows the location and approximate dimensions of the structures and uses described herein.

DEVELOPMENT CONDITIONS

I. **Permitted Uses:**

A. Lodging

1. Bed and Breakfast which consists of an existing 2,800 square foot structure containing five bedrooms and four baths.

2. Permanent Site-Built Cabins for short-term rental to Resort guests of variable duration with maximum permitted stay of thirty (30) days. The quantity, locations and sizes of cabins are indicated on the Site Plan.

a. Cabins shall be constructed using a combination of rustic cedar and log siding, and masonry siding manufactured by James Hardie (or City-approved equivalent material)

b. An exemption to the restriction governing length of stay will be granted for one (1) full-time living quarters for the Resort caretaker and any immediate family members to provide an onsite representative for emergency situations.

3. Tiny Houses (as defined below) for short-term rental to Resort guests with maximum permitted stay of thirty (30) days. Initial phases specify two (2) Tiny Houses constructed alongside permanent cabins with plans for up to eight (8) additional Tiny Houses set on existing RV spaces in the future. All Tiny Houses shall be built to the standards set out in the 2018 IRC, Appendix Q, or any amendments or updates thereto.

   a. "Tiny House" is defined as a dwelling which is less than 400 square feet of living area excluding lot areas. Tiny houses are built on a trailer capable of being transported without permit and shall be set in a non-permanent manner like RVs.

4. Treehouses shall be constructed in a "Treehouse Village" area located within the existing treed area at the south end of the property. The treehouses are designated as short-term rental inventory designed to provide a unique lodging option for resort guests.

   a. Treehouses will not be supported by living trees and will be designed as elevated cabins within a tree canopy.

      (1) Notwithstanding the above, treehouse decks may be designed to encompass trees to create inviting deck areas

      (2) Living trees may be used to support intermediary platforms for rope bridges between treehouses and to provide access to the treehouses

   b. Treehouses will be constructed on engineered foundations and elevated structures with a floor level of approximately twelve (12) feet above ground level.

   c. Treehouses will comply with all applicable building codes adopted by the City of Canton and shall be inspected by the city as construction progresses.

   d. Treehouses shall be designed with rustic themes and will utilize stained timber structures, stained wood siding, and painted steel components where timber is not feasible.

   e. Treehouses will have interior restrooms with the exception of sleeping "pods" which will be connect4ed to main treehouses.

(1) Sleeping pods will be designed for family camping so children ages 8 and above can sleep in an area attached to adult area in main cabin.

B. Reception and Entertainment Venue Building which consists of the existing rustic barn identified on the site plan.

C. 25x50 open pavilion

C. Reception and meeting venue of approximately 3,500 square feet in size

1. Building for flexible use and will include restrooms, supply storage for resort activities, and small, non-commercial kitchen

2. Exterior design to be old Western façade and shall incorporate a three (3) foot stone wainscot with rustic siding to match existing buildings

3. Parking lot will be constructed of 2-inch AC paving over six inches of compacted road base and shall be striped and marked as required for parking control, disabled access, and fire lanes

4. Parking lot lights will be installed to illuminate parking areas. Specifications of lights shall meet or exceed those of the existing lighting.

D. Western-themed music/dining/sports bar of approximately 1,650 square feet in size

1. Venue shall comply with all local, state and federal rules, including but not limited to those of Texas Alcohol & Beverage Commission or its successors

2. Parking lot will be constructed of 2-inch AC paving over six inches of compacted road base and shall be striped and marked as required for parking control, disabled access, and fire lanes

3. Parking lot lights will be installed to illuminate parking areas. Specifications of lights shall meet or exceed those of the lighting existing lighting.

E. Entertainment-Only buildings

"Entertainment-Only Buildings" are defined as buildings which house legal activities for guests including but not limited to: crafts, exercise, spa services, group participation activities, team building challenges,

1. Spa/Activity Building which will be utilized for exercise equipment, games and other activities to support guests of RV park and Lodging.

2. An Escape Room entertainment building open to Resort Guests and general public. An Escape Room is a themed concept where guests have one hour to

solve puzzles and find clues in order to affect escape from the themed rooms. Rooms shall have an unlocked, lighted, and identified exit available at all times for guest safety.

F. Competitions and Sporting Events - Activities designed for recreation and competition open to guests and local community.

G. Restaurants and Food Service

1. A conventional restaurant (including patio dining), of up to 5,400 square feet in size.

2. A smokehouse for smoking of meats for consumption in the on-site restaurant.

3. Food exhibitions and classes.

4. Themed Food Service events such as BBQ competitions and chili cookoffs.

5. Catering for onsite events and activities and outside sales.

6. Room service and other delivered prepared food options.

H. Camping and Recreational Uses

1. Operation of Campground for Recreation

a. "Recreational Vehicle" is defined as a vehicle, with or without motive power, built on a permanent chassis, transportable by highway, and designed to be temporary living quarters for recreational, camping, travel, or seasonal use.

b. Condition of RVs. All RVs connected to utilities on the Premises must be in good condition for highway transportation and as temporary living quarters and constructed in compliance with state and federal law. At no time may structures be built around an RV so it resembles a permanent residence. RVs connected on the Premises must be transportable immediately upon disconnection from utilities. No permanent sewer or water connections made of hard pipe may be used to connect RVs to utilities on Premises.

c. Site Lease Terms – RV sites may be leased by Resort to RV Tenants to park and connect their RVs for variable terms not to exceed one hundred eighty (180) days. At the end of the lease term, a RV Tenant must vacate the Premises.

d. Period of Absence from Premises after Lease Term – All RV Tenants must remove their RV from the Premises for fourteen (14) consecutive days before entering into a new RV site lease.

e. Employee and Camp Host Sites – Resort shall offer up to two sites for camp hosts for a variable term up to one hundred eighty (180) days as compensation for the labor of those camp hosts. In addition, Resort shall maintain one cabin for the purpose of housing a fulltime caretaker without limitation on duration of caretaker lease.

f. No Holding Over – At the end of a RV Lease Term or Renewal Term, a RV Tenant must surrender possession of the RV site to the Resort, or be immediately subject to an action for forcible detainer with no further notice.

g. Legal Compliance – All RVs connected on the Premises must have current registration, inspection, and liability insurance. RV Tenants must provide proof of registrations, inspection, and liability insurance to the Resort upon beginning of their tenancy.

h. No RV Sales – RVs may not be sold on the Premises. RV Tenants may not post "For Sale" signs on their RV.

i. Tent Camping

j. Group Camping

k. Camping Activities shall be organized by Resort staff for Resort guests to enhance the guest experience.

H. Uses involving Animals

1. The raising of chickens and rabbits for enjoyment of Resort guests

a. Animals shall be confined to the area of Resort designated as "The Barnyard," an area of approximately two acres located at the northwest corner of the property. Care of the animals shall be by Resort staff.

b. The quantity of animals held shall be limited to no more than ten (10) chickens and ten (10) rabbits.

c. Food production is limited to harvesting of eggs for use at the Resort.

II. Development Phasing

The property will be developed in phases as development market warrants and shall extend the development progress already completed prior to annexation and application for Planned Development.

A. A future phase shown between the creek and the property line along the southern portion of the property will be developed for recreational use complimentary with existing park uses. Examples of future recreational uses are laser tag, outdoor skills education and demonstrations, and campfire experience for guests. Campfire use must conform with all applicable City ordinances, including but not limited to the City of Canton burn ordinance.

B. Site development standards shall meet minimum standards set forth by City of Canton.

III. **Additional Permitted Uses:**

A. Accessory buildings and uses customarily incidental to the permitted uses.

B. Temporary buildings and uses incidental to construction work on the premises, which shall be removed upon completion.

IV. **Building Standards**

A. All buildings shall be constructed according to building codes adopted by City at time of this application and as amended periodically through adoption by the City. Should any pre-existing building (defined as a building existing, constructed, and used prior to the adoption of this PD) present a crucial health and safety issue, as defined by the City, the Developer shall address and rectify the crucial health and safety issue with ninety (90) days of a notice sent by City, or within (90) days of the adoption of this PD, if identified and enumerated in this Subsection IV(A):

1. Event barn ingress and egress, including exit doors, must comply with current building codes.

B. Site development standards shall meet minimum standards set forth by City of Canton except as specifically approved under the conditions of this Planned Development.

C. All buildings constructed as part of current or future development phases shall be of new materials installed under high standards of design and workmanship. As necessary to construct rustic themed improvements, used and repurposed materials will be allowed to achieve design intent for the Smokehouse and shall be limited to the exterior of this building. Theme of construction shall be consistent with primary design to be stone wainscot with wood siding as specifically approved in this Ordinance.

D. Deviations from the Planned Development Ordinance for building exteriors are as listed below and shall be limited to the following without further approval:

1. Exterior of Barn constructed prior to annexation into the City is 1x12 cedar boards aged to resemble weathered barnwood.

2. Four of the eight cabins, due to the raised style of construction and to meet rustic design intent, are primarily log and rough cedar siding. The additional four cabins meet the 50% masonry code with the use of James Hardie masonry siding (or City-approved equivalent) above cedar siding wainscot.

3. Proposed bathhouses and the Pavilion will be constructed to match existing office/General Store which consists of a stone wainscot with log siding above. The ratio of masonry to wood is 30/70.

4. The proposed Smokehouse exterior will be a combination of new standing seam metal roof aged to appear old, repurposed corrugated metal siding walls; murals of ranch life and BBQ activities applied on metal walls. The front and portions of side walls will be open to reveal Smokehouse activities and interior murals. The Smokehouse is a key design element to supplement guest dining experience at the Resort with design intent to capture the feel of an old smokehouse which has been restored and put into use again.

V. Landscaping

Landscaping of all developed areas shall be designed to achieve continuity between various areas of Development and shall be maintained periodically to achieve a well-groomed appearance.

A. All grass areas to be mowed at least weekly during growing season and Resort shall take reasonable steps to prevent weeds from growing within paved areas of Premises.

B. All grass areas shall be irrigated in a manner necessary to maintain uniform appearance. Irrigation water shall be provided by a system of wells, ponds, and rainwater catchment and pumped to areas of Resort through automated systems designed and installed by a licensed irrigation contractor.

C. Existing tree lines shall be maintained to the fullest extent during development of the proposed plan and shall be groomed to achieve a neat appearance. Existing trees are to be removed, as necessary, to clear areas designated for RV parking or buildings, consistent with the City's Landscape Ordinance, and subject to the tree preservation provisions therein.

D. Each RV space shall be landscaped with a minimum of one tree of at least 3" in caliper measurement, shrubs for screening, and lawn areas planed in all non-paved areas of space.

E. To maintain the rustic and casual feel of the Resort, there will be no sidewalks installed with the exception of sidewalks surrounding buildings as necessary for exiting and path of travel.

F. An existing specific landscape zone has been created and is referenced as The Barnyard. This area of approximately two acres shall incorporate terraced gardens, demonstration gardens, orchards, metal utility buildings for farm equipment, chicken coop and rabbit hutch, and areas for walking and relaxation. Use of space is for Resort guests and for education purposes for Master Gardeners and other related groups.

I. Utilities

A. Development shall utilize City of Canton water and sewer to which Development is already connected. Resort shall maintain all sewer and water installations on site with the exception of City main sewer line which is installed by City and is located within an easement along Resort's southern property line

B. Development shall utilize electrical service provided by local co-op and shall be installed underground where feasible. Where project conditions dictate, overhead service may be installed but the extent of overhead service shall be minimized to areas adjacent to Highway 19.

VII. Lighting

A. Development parking and public areas to be illuminated to provide uniform lighting to create safe areas for pedestrians and vehicles. Lighting shall be controlled in a manner which provides lighting during hours of operation of areas serviced by lighting.

B. Interior roadways of development shall be illuminated in such a manner which allows drivers of vehicles to safely navigate roads but does not interfere with rustic camping nature of development. Roadway and pathway lighting necessary for safety shall be photocell controlled so lighting is on from dusk to dawn.

C. All lighting shall be directed in such a way and shielded, when necessary, to eliminate glare from adjacent property owners.

D. Parking lots shall be illuminated using pole-mounted LED floodlights on 30° poles and building mounted floodlights.

VIII. Parking

A. Parking at the Resort shall be in a combination of asphalt paved and striped lots and compacted gravel lots designated for guest parking and shall be deemed reciprocal between areas of Resort due to the nature of the shared Resort activities. Parking space dimensions are a minimum of nine (9) feet wide and eighteen (18) feet in length.

B. Parking ratios for buildings shall meet the minimum standards outlined below:

1. Bed and Breakfast – 1 space per bedroom

2. Permanent Cabins and Tiny Houses – 1 space each

3. Barn/Event Center – 1 space per 100 s.f. of floor area

4. Restaurant – 1 space per 100 s.f. of floor area, including patio dining areas

5 Escape Room and other Entertainment specific buildings – 1 space per 100 s.f.

6. Office/General Store – 1 space per 250 s.f. of floor area. Building use is a mix of office, storage, housekeeping, laundry, registration and minor retail space.

7. Future buildings shall comply with minimum standards set forth in the City of Canton parking standards.

8. Disabled parking spaces shall meet the minimum requirement set forth in the City of Canton parking standards based upon the overall parking spaces required, and shall comply with all applicable state and federal standards, including, but not limited to the Americans with Disabilities Act

VIII. Other Provisions

A. Emergency and Safety Plan – The Resort shall maintain plans for emergencies, natural disasters, and general safety in compliance with Federal and State law. The emergency and safety plan should be reviewed and republished every five years. The Resort shall make the emergency and safety plan available to the City for inspection upon request. Each guest shall receive tornado safety information upon check-in at Resort. Resort shall comply with all OSHA requirements regarding CPR and first aid certified staff.

B. Leases Not Assignable – Leases for Lodging and RV sites are not assignable by Tenants, whether such assignment is intentional, by devise and descent, or by other operation of law.

C. Tenants must maintain a permanent residence at a location other than the Premises, and provide a current mailing address to the Resort at all times during their tenancy. The tenancies created within the premises are ground leases only, subject only to the terms of this Ordinance.

D. Records – The owner of Resort shall maintain records of all agreements, leases, proofs of certification, inspection, title, and insurance. The City may inspect these records at any time during normal business hours, after providing owner at least 72 hours advance notice of the inspection. The owner of the Premises shall retain records for two years.

EXHIBIT "1"

Metes and Bounds Description: (34.37 Acres)

All that certain lot, tract or parcel of land situated in the Q.C. NUGENT SURVEY, A-618, Van Zandt County, Texas, same being part of the land conveyed in Warranty Deed dated August 24, 1960 from Mae Groves, Individually, and as Independent Executrix of the Estate of C.A. Groves, Sr. to Lloyd C. Groves as found recorded in Vol. 513, Page 77 of the Real Records of Van Zandt County, Texas, and being more fully described as follows:

BEGINNING at a 60d Nail set beside an occupied corner post for the recognized most Easterly East corner of said Groves tract, same being the most Easterly East corner of this;

THENCE: South 57 deg. 30 min. 23 sec. West 1295.94 feet with a recognized Southeast line of said Groves tract to a 60d Nail set for an angle point of this;

THENCE: South 76 deg. 29 min. 14 sec West 418.21 feet with a recognized Southeast line of said Groves tract to a point on the East right-of-way line of State Hwy 19 (Vol. 267, Page 289, Real Records) for the Southwest corner of this, from which a ½" Iron Rod reference was set bears North 76 deg. 29 min. 14 sec. East 10.89 feet;

THENCE: North 07 deg. 16 min. 19 sec. East 683.27 feet with the East right-of-way line of State Hwy. 19 to a ½" Iron Rod set for an angle point in same;

THENCE: North 12 deg. 59 min. 19 sec. East 101.00 feet with the East right-of-way line of State Hwy. 19 to a ½" Iron Rod set for an angle point in same;

THENCE: North 07 deg. 16 min. 19 sec. East 1259.00 feet with the East right-of-way line of State Hwy. 19 to a ½" Iron Rod set in the most Northerly Northeast line of said Groves tract for the Northwest corner of this;

THENCE: South 45 deg. 00 min. 00 sec. East 1741.12 feet with the recognized most Northerly Northeast line of said Groves tract to the PLACE OF BEGINNING containing 34.37 acres of land.