



TO: Knoxville-Knox County Planning Commission
FROM: Naomi Hansen, Planner
DATE: February 23, 2024
CASE: File 3-A-24-OB, Agenda #18
RE: Similar Use Determination: off-road trail riding for motorized vehicles and mountain bikes

Recommendation

Deny the similar use determination for off-road trail riding for motorized vehicles and mountain bikes as a similar use in the A (Agricultural) zone.

Background

The applicant is requesting a similar use determination to allow a trail riding facility for off-road motorized vehicles (4-wheel drive, all terrain vehicles (ATVs), and motorbikes) and mountain bikes as a use on review within the A (Agricultural) zone, stating it is a similar use to Article 5.22.03 (Uses Permitted on Review), subsection O, Public parks and playgrounds, and public, and private commercial sports playing fields (Exhibits A, B, and C). The applicant has been operating an unpermitted trail riding facility for motorized vehicles on their property, which is zoned A (Agricultural). The property consists of 103.3 acres along the Blount County boundary. Off-road motorized vehicles (4-wheel drive, ATVs, and motorbikes) and mountain bikes are not uses that are currently identified in the Knox County zoning ordinance.

The Knox County Zoning Code authorizes the Planning Commission to recommend the inclusion of other uses of a related nature, provided that the intent of the zone in which they are proposed is maintained.

Staff Analysis

The general intent of the A zone is for a wide range of agricultural and related uses as well as residential uses with low population densities and other compatible uses such as sports playing fields which generally require large areas or open spaces.

The proposed use is similar to a commercial sport playing field in that it is an outdoor recreational activity similar to mountain biking, which is a common recreational activity in Knox County. For example, the Baker Creek Preserve located in the City of Knoxville includes a range of outdoor activities, including mountain biking.

However, the proposed use is dissimilar to a commercial sports playing field due to the noise associated with them vs a trail riding facility for motorized vehicles and mountain bikes, and because, by definition, a sports playing field is:

Sports playing field: An open space set aside for the playing of field sports that may include benches or bleachers for observers. Sports playing fields include but are not limited to, baseball, field hockey, football, lacrosse, soccer, softball, and volleyball.

Noise associated with sports playing fields can vary depending on the sport, age group, and league affiliation. For instance, for a Little League baseball game, distinguishable noise from a distance may include the bat hitting a ball and cheers from small crowds. Whereas a high school football game typically includes amplified sounds, marching bands, and greater crowd noise. In a rural setting, playing fields are more likely to be used by sports and age groups that will not overburden smaller roads and generally do not require amplified sounds.

Sports playing fields are typically located in low-lying areas, where there is adequate flat land for large fields, and have access to major roads. Because of this, associated sounds are more easily disrupted by hills and vegetation. Also, in areas with major roads, there are likely to be other background sounds to make the playing fields less noticeable.

Motorized vehicles create sound in a more constant manner, particularly when going uphill. Off-road trails can include a combination of lower and higher-elevation trails. The higher the elevation, the further sound can travel. The staging area may also have a concentration of noise where multiple vehicles could be starting or ending the trail riding session at the same time.

Additionally, most sports playing fields are seasonal, whereas the proposed use could be a year-round enterprise. Therefore, it is possible that a motorized trail riding facility would operate year-round, with the noise generated during all months of the year.

Other Considerations

Sports playing fields are subject to standards in Article 4, Section 4.94. – Requirements for sports playing fields (Exhibit D). These standards are specific to sports playing fields and may not adequately address the proposed use.

While subsection O (public parks and playgrounds, and public, and private commercial sports playing fields) is the most similar use allowed within the A zone to the applicant's proposed use, it is not similar enough to justify inclusion of this use in the A zone countywide.



Exhibit A. Letter to the Planning Commission

To Knox County Planning

Jan 22, 2024

We would like to run our business:

Bays Mountain Offroad - EIN #88-3303936

at our property at 1112 Tarklin Valley Road, Knoxville, TN 37920 Parcel # 159-080.00 of 103.3 acres.

We have old mining roads that we made into trails and have added more trails to our property. (I have enclosed a trail map) on our trail map we have what we call our Event Center a pavilion with 2 sides enclosed where everyone can come to sign our waiver and see our shirts. We do have a waiver made up by our lawyer (I have attached a waiver) That everyone must sign before they are allowed to ride on our trails. We have had T-shirts made and some decals that we do sell.

We let Offroad vehicles such as Jeeps, trucks, Broncos, SXS, 4-wheelers, dirt bikes come ride on our property for a small fee. We charge \$20.00 per driver, \$10.00 per passenger and children 15 and under are free unless they are driving their own vehicle then we charge them \$10.00 per day.

We are usually open only one day on the weekend and our hours are from 9-Dark. When the jeep invasion comes to Pigeon Forge we open up a day or two on the week and then open on the weekend. We do like to open from 6pm-11pm in October for our Haunted Trail Rides for one weekend day per weekend.

We do have a porta-jon on site for everyone that needs it.

Thank You

Patrick & Kimberly McGuire
1112 Tarklin Valley Road
Knoxville, TN 37920
865-850-2711
info@baysmountainoffroad.com

BAYS MOUNTAIN OFF-ROAD MAP

- 1 - Main Loop
- 2 - Stiff Knee
- 3
- 4
- 5
- 6
- 7
- 8 - Hill
- 9
- 10 - The Turn Around
- 11 - Top of the Mountain
- 12 - Steep Hill
- 13 - Steep Hill
- 14
- 15 - Short Hill
- 16
- 17 - Rain Ruts
- 18 - Almost Tip
- 19
- 20 - Off Camber Loop
- 21
- 22 - Steep
- 24 - Roller Coaster
- 25 - European Turn
- 26 - Golf Cart Hill
- 27
- 28
- 29
- 31
- 32
- 33
- 34
- 35
- 36
- 37 - Round About
- 38

- Green - Easy Trails
- Blue - Medium Trails
- Red - Hard Trails
- Orange - Fun Trails

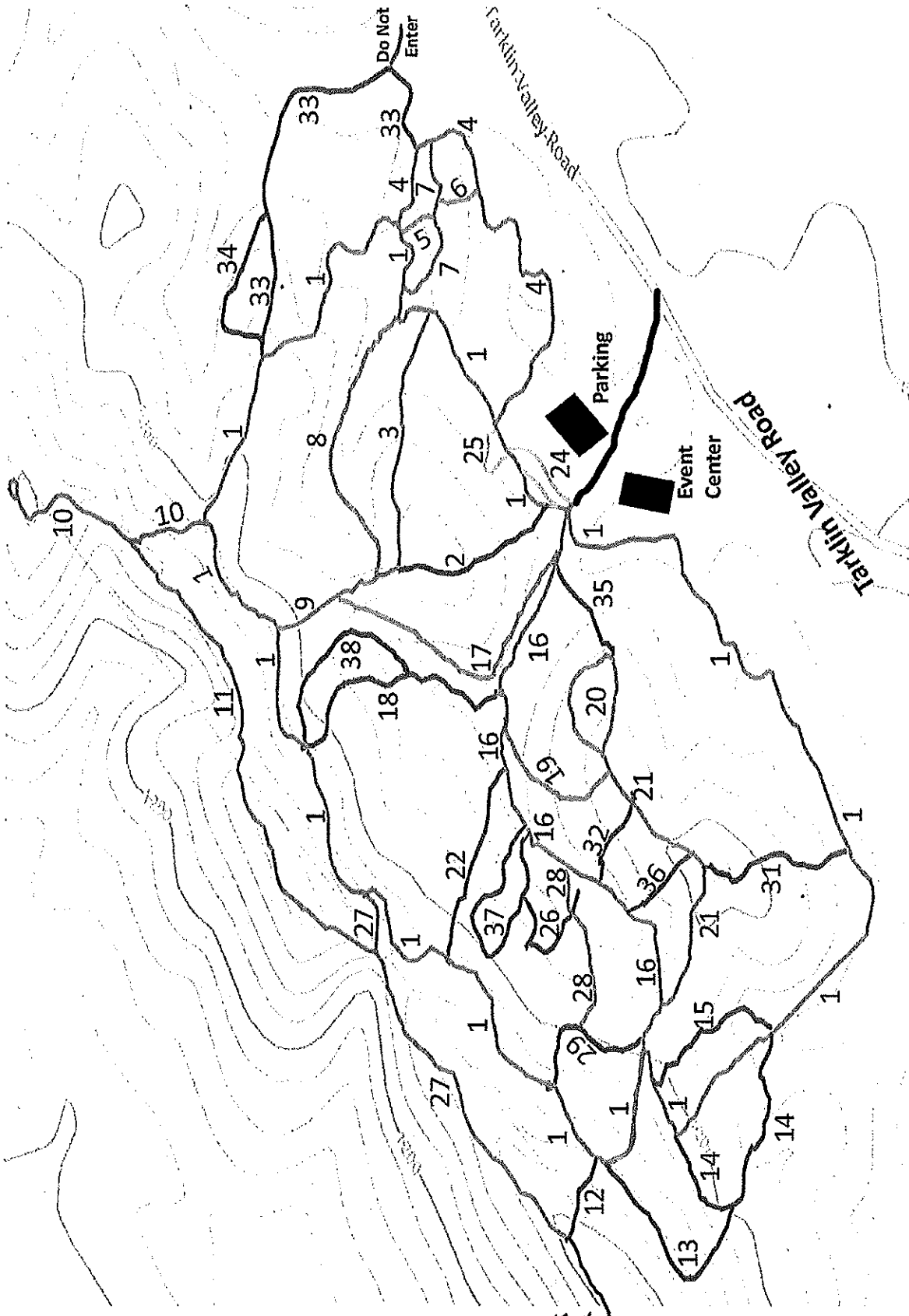


Exhibit B. Applicant Statement of Similar Use

**Bays Mountain Offroad
for Facility at
1112 Tarklin Valley Road
Knoxville, TN 37920**

Similarity to Zoning Approved Uses

The facility's operation is similar to Mountain Biking courses. Mountain Biking falls under O. Public Parks and playgrounds and public, private, and commercial spots playing fields. Main difference is going to be that all the vehicles coming to our park are motorized. We have trail riding only no racetrack, no drag racing etc. We pay close attention to the noise levels from the vehicles that are brought here. We require that all vehicles have a sound decibel rating within stock OEM limits. As an average manufactures such as Polaris, Honda, Kawasaki, Suzuki, Yamaha and Can Am are producing their machines with a 95-105 decibel rating. Occasionally we have a rider come to the park with aftermarket exhaust that is much louder than stock OEM. We let the rider know immediately that their machine cannot be operated here without changing the exhaust to be much quieter. We have one neighbor that lives close to one of our trails. We talk to them occasionally regarding the park and they have no complaints. On the occasion we have riders operating after dark we close this trail to have respect for the neighbor's privacy. We are aware of the impact that the offroad vehicles can have with erosion. To help with this we have in place water breaks on several of the steep trails. It is the same concept that mountain bike parks use. We have had very little litter on the trails from the off-roaders and we are consistently maintaining the trails in the way of fallen trees, erosion, litter. We do not have any water ways on our property, we were told that we do have water running 15' below the surface. We also have a porta Jon that is serviced weekly for everyone to use. We do have a waiver drawn up by a lawyer who is also an avid off-roader, this waiver is signed by everyone that enters the park. We can provide a copy of this waiver if needed.

Exhibit C. Business Operations

How we feel that Bays Mountain Offroad uses in the agricultural zoning are **similar** to:

Nature: When creating the trails for our land we opened up old logging road and when we would add any new trails, we would go around the mature trees and not cutting them down to keep the property appearance to look almost exactly as it was when we purchased it.

Operating Procedures: We made sure all neighbors that lived here at the time we opened the park that they were all good with it. We make sure if it is a muddy day we do not open to make sure we keep the mud off of the roadways. Occasionally we have a rider come to the park with aftermarket exhaust that is much louder than stock OEM. We let the rider know immediately that their machine cannot be operated here without changing the exhaust to be much quieter. We have one neighbor that lives close to one of our trails. We talk to them occasionally regarding the park and they have no complaints. On the occasion we have riders operating after dark we close this trail to have respect for the neighbor's privacy. We are aware of the impact that the offroad vehicles can have with erosion. To help with this we have in place water breaks on several of the steep trails. It is the same concept that mountain bike parks use. We have had very little litter on the trails from the off-riders and we are consistently maintaining the trails in the way of fallen trees, erosion, litter. We do not have any water ways on our property, we were told that we do have water running 15' below the surface. We also have a porta Jon that is serviced weekly for everyone to use. We do have a waiver drawn up by a lawyer who is also an avid off-roader, this waiver is signed by everyone that enters the park. We can provide a copy of this waiver if needed.

Character to the proposed use: Bringing more business to South Knoxville instead of Windrock Park or Royal Blue. Bringing in more money to be spent in South Knoxville via Gas Stations, Restaurants and even stores.

How they are compatible: Bringing the community together to enjoy a sport that they all have in common.

We do not have any employees. Rick and I do most all and if we are expecting a big group, we have volunteers that help us out.

Let me know what you think. If I need to make changes or anything else.

Thank You

Kim

Exhibit D. Excerpt from Knox County Zoning Ordinance

4.94. Requirements for sports playing fields.

The following property standards shall apply when considering a sports playing field as a use permitted on review.

4.94.01. *Minimum requirements.*

- A. Multiple play fields shall be arranged in an orderly manner, where possible, and adequate spacing shall be provided between fields so as to avoid conflicts or dangerous conditions during simultaneous activities. Other arrangements may be approved where topographical constraints are evident.
- B. Main buildings or accessory structures must be directly associated with the primary use and must conform to the criteria set forth in this resolution. Concessions may be permitted in a nonprofit status in zones where commercial uses are not permitted and may provide service only during scheduled events.
- C. A peripheral boundary of not less than fifty (50) feet is required for sports playing fields, equipment, off street parking, and accessory structures when the site abuts a residential zone or a zone permitting residential uses. The periphery is to be left as a natural buffer or landscaping may be required to provide a buffer. The planning commission may reduce this setback but not to less than that required of the zoning district.
- D. Off-street parking requirements shall be determined by the planning commission during the use-on-review process.
- E. The total lot area of the development shall not be less than that required to conform to criteria as set forth in this resolution.
- F. The site shall have suitable access to a street or roadway so that no significant hazard to the public safety is created nor harm to adjacent residential areas is a result.
- G. Where sports playing fields are already established in the county, plans for expansion or improvements to any structures or open areas intended for use as, or associated with, a sports playing field shall be submitted to the planning commission for approval. Open areas where field sports may occur in an unorganized or impromptu manner, where no new improvements are necessary for these activities to occur, are exempt from these provisions.

(Ord. No. O-98-12-102, § 1(Exh. A), 1-25-99; Ord. No. O-12-9-102, § 1(Exh. A), 10-22-12)



Similar Use Determination

Knox County Only

Name of Applicant: Patrick & Kimberly McGuire

Date Filed: 1/22/2024 Application Accepted by: _____

Fee Amount: _____ Meeting Date: _____ File Number: 3-A-24-0B

<p align="center">PROPERTY INFORMATION</p> <p>Address: <u>1112 Tarklin Valley Road</u> General Location: <u>9th Civil District of Knox County TN</u> Tract Size: <u>103.3 Acres</u> No. of Units: <u>1</u> Zoning District: _____ Existing Land Use: _____ Planning Sector: _____ Sector Plan Proposed Land Use Classification: _____ Growth Policy Plan Designation: _____ Census Tract: _____ Traffic Zone: _____ Parcel ID Number(s): <u>159-080.00</u> Jurisdiction: <input type="checkbox"/> County Commission _____ District</p>	<p align="center">PROPERTY OWNER/OPTION HOLDER</p> <p>PLEASE PRINT Name: <u>Patrick & Kimberly McGuire</u> Company: _____ Address: <u>1112 Tarklin Valley Road</u> City: <u>Knoxville</u> State: <u>TN</u> Zip: <u>37920</u> Telephone: <u>865-850-2711</u> Fax: _____ E-mail: <u>info@baysmountainoffroad.com</u></p>
<p align="center">USE REQUESTED</p> <p>ATTACH AS A SEPARATE DOCUMENT:</p> <p><input checked="" type="checkbox"/> A detailed description of the proposed specific use. Including: number of employees, hours of operation, products made or sold, services performed, special equipment used.</p> <p><input type="checkbox"/> A statement indicating how the various permitted uses listed in the zoning regulations are similar in nature, operations, and character to the proposed use in this application and how they would be compatible.</p> <p><input type="checkbox"/> Floor/site plan factors. Details regarding limitations (such as maximum floor area or site area) on building and site development for the following: office areas, warehousing areas, manufacturing areas, showroom/retail areas.</p>	<p align="center">APPLICATION CORRESPONDENCE</p> <p>All correspondence relating to this application should be sent to:</p> <p>PLEASE PRINT Name: <u>Patrick & Kimberly McGuire</u> Company: _____ Address: <u>1112 Tarklin Valley Road</u> City: <u>Knoxville</u> State: <u>TN</u> Zip: <u>37920</u> Telephone: <u>865-850-2711</u> Fax: _____ E-mail: <u>info@baysmountainoffroad.com</u></p> <p align="center">APPLICATION AUTHORIZATION</p> <p>I hereby certify that I am the authorized applicant, representing ALL property owners involved in this request or holders of option on same, whose signatures are included on the back of this form.</p> <p>Signature: <u>Kimberly McGuire</u> PLEASE PRINT Name: <u>Patrick & Kimberly McGuire</u> Company: _____ Address: <u>1112 Tarklin Valley Rd</u> City: <u>Knoxville</u> State: <u>TN</u> Zip: <u>37920</u> Telephone: <u>865-850-2711</u> E-mail: <u>info@baysmountainoffroad.com</u></p>

BAYS MOUNTAIN OFFROAD, INC.

WAIVER AND RELEASE OF LIABILITY AND ASSUMPTION OF RISK

In consideration of permission from (the "Property Owner"), vendors or contractors and Bays Mountain Offroad("Bays") to allow the undersigned to attend and participate in activities (the "Activity") organized and hosted by Bays Mountain Offroad Inc., the undersigned acknowledges and agrees to waive all liability to the undersigned, whether caused by the negligent act or omission of any above persons and employees of Bays releases or otherwise while the undersigned is at for any purpose participating in such event. It is fully understood by each of the undersigned that there is inherent risk associated with this event, including damage to vehicles.

IN ADDITION, the undersigned AGREES TO INDEMNIFY AND HOLD HARMLESS the releases from any loss, liability, damage, or cost they incur due to such participation by the undersigned, and any passengers (including minors) whether caused by releases' negligence or otherwise, and AGREES TO ASSUME FULL RESPONSIBILITY AND RISK for any bodily injury, death, or property damage from releases' negligence or otherwise while the undersigned is participating at this event. IN SIGNING THIS RELEASE, EACH OF THE UNDERSIGNED HEREBY AGREES TO, ACKNOWLEDGES AND REPRESENTS THE FOLLOWING:

1. The risk of injury from the operation and/or utilization of off-highway vehicles, hiking, cycling and other means of transportation on mountainous terrain is significant, including the potential for permanent disability and death. There is an inherent risk of injury from my presence at, and/or participation in, the Activity; and
2. The Property has not been groomed or prepared as a trail, the results of which may be concealed and dangerous obstacles. I knowingly and freely assume all known and unknown risks even if arising from the negligence of the organizations listed below and assume full responsibility for my activities while on and using such real property;
3. I understand that the above mentioned activities are physically and mentally intense. I understand the safety procedures concerning any equipment or vehicles that I may be using and the general rules for traversing mountainous terrain and off-road trails and will comply with all rules, laws, regulations and procedures concerning these modes of transportation; and
4. I, for myself on behalf of my heirs, assigns, personal representatives and next of kin, hereby release and hold harmless the Land Owner, Bays Mountain Offroad, their officers, employees, vendors and contractors and officials ("RELEASEES") with respect to any and all injury, disability, death, or loss or damage to person or property, whether caused by the negligence of these "RELEASEES" or otherwise
5. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS RELATED TO MY PRESENCE AT, AND/OR PARTICIPATION IN, THE ACTIVITY, BOTH THE RISKS KNOWN AND UNKNOWN, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES (as hereinafter defined), AND I ASSUME FULL RESPONSIBILITY FOR MY ATTENDANCE AND/OR PARTICIPATION IN THE ACTIVITY; and,
6. If I observe any unusual significant hazard during my presence at, or participation in, the Activity, I will remove myself from participation in such Activity and bring such to the attention of the nearest official or representative of the Property Owner and Bays immediately; and,
7. I, for myself and on behalf of my heirs, assigns, personal representatives, family and next of kin, HEREBY WAIVE ANY CLAIMS AGAINST, RELEASE AND HOLD HARMLESS the Property Owner, and its officers, directors, board members, agents and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and, if applicable, owners and lessors of premises used to conduct the Activity(hereinafter referred to as the "Releasees"), WITH RESPECT TO ANY AND ALL INJURY, ILLNESS, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE and , hereby agree to indemnify and hold harmless the Releasees against any loss, costs, damages, liens, expenses (including attorneys' fees), lawsuits, claims, procedures, actions or other liability claimed or

imposed upon the Releasees for any property damage or loss, personal injury of any kind, illness and/or death, whether arising from the negligence of the Releasees or otherwise. I agree to defend and indemnify Releasees from any claim, cost, or expense arising from or relating to my acts or omissions or alleged acts or omissions while participating in the Activity.

8. The undersigned further expressly agrees that the foregoing waiver and assumption of risk agreement is intended to be as broad and inclusive as is permitted by the law of the State of Tennessee and that if any portion thereof is held invalid, it is expressly agreed that the remaining terms and conditions shall, notwithstanding, continue in full legal force and effect.

I have read this release of liability and assumption of risk agreement, fully understand that I have forfeited substantial rights by signing it, and sign it voluntarily without any inducement.

FOR PARTICIPANTS OF MINORITY AGE (UNDER AGE OF EIGHTEEN (18) ON THIS DATE).

For a participant under the age of 18 years, one parent, the parent with legal custody, or the minor's legal guardian must sign this release form and write the word "minor" and the age next to the minor's name. This is to certify that I, as parent/guardian with legal responsibility for this minor, do consent and agree to his/her involvement in the above mentioned activities and agree to and adopt the aforementioned release as applicable to and binding upon such minor and for myself as parent or guardian, my heirs or assigns. Per T.C.A. § 55-9-302 and § 55-52-201, et seq., any child under the age of 18 must wear a helmet meeting U. S. Dept. of Transportation standards.

This waiver is valid for as long as I have permission of Bays Mountain Offroad to be on the premises or if a _____ pass owner then it is valid until _____ or for as long as I have permission of Bays Mountain Offroad to be on the premises.

I HAVE READ THIS WAIVER AND RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT (THIS "AGREEMENT") AND FULLY UNDERSTAND ITS TERMS. I FURTHER UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING THIS AGREEMENT AND FULLY INTEND THIS AGREEMENT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY AS TO THE ABOVE RELEASEES TO THE GREATEST EXTENT ALLOWED BY LAW. I SIGN THIS AGREEMENT FREELY AND VOLUNTARILY.

Participant's (DRIVER) Signature _____

Participant's (DRIVER) name, printed _____

Passengers: Signature _____

Passengers: Signature _____

Passengers: Signature _____

Passengers: Signature _____

Date _____

Note: a fully signed copy of this Agreement must be received before the Participant is allowed to take part in the Activity. DRIVER is fully responsible for the safety of passengers in the vehicle.

RULES:

- 1. A release form must be signed by each person (which includes vehicle operators and passengers) entering upon the properties.**
- 2. Follow the instructions of the Trail Safety Official.**
- 3. All occupants MUST wear seatbelts at ALL times while on the Trails.**
- 4. NO ALCOHOL, drivers suspected of being intoxicated WILL NOT be allowed to participate and no refund given.**
- 5. All Minors and Participants who ride a side by side, four wheeler, mountain bike or dirt bike and any offroad equipment that does not have a fully welded roll cage must wear a helmet as well as all their passengers.**
- 6. NO OFF TRAIL RIDING – STAY ON THE MARKED TRAIL.**
- 7. Do Not Litter- this includes Cigarette Butts! Violators will be barred from the property and no refund given.**
- 8. Proper safety equipment must be worn at all times. Including but not limited to helmets fire extinguisher, seat belts and roll cages. Vehicle must have valid proof of insurance and current vehicle registration.**
- 9. Failure to follow the rules will result in removal from the park with no refund of fee.**