TAHOE REGIONAL PLANNING AGENCY

TRPA
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STAFF REPORT

Date: April 15, 2026

To: TRPA Governing Board

From: TRPA Staff

Subject: Motion for Reconsideration of Appeal of Denial of Moody Boat Ramp/Pier Conversion and Transfer Project, 181 Yellow Jacket Road, Douglas County, Nevada; Assessor's Parcel Number (APN) 1418-10-401-004, TRPA File Number ERSP2023-1834; Appeal File Number ADMIN2025-0016

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Requested Action:
The Governing Board denied the above-referenced appeal on March 25, 2026. One member of the Governing Board made a motion for reconsideration under TRPA Rules of Procedure Rules 2.4.4(F) and 2.5.2, within the seven-day timeframe for such motions. The motion for reconsideration is agendized accordingly.

Staff Recommendation:
Staff recommends that the Governing Board deny the motion for reconsideration and uphold the Governing Board's previous denial of the appeal.

Motion:

A motion to grant the motion for reconsideration, which motion should fail in order to affirm the Governing Board's previous decision.

The motion to grant reconsideration will fail unless it receives five affirmative votes from Board members representing Nevada, and nine overall.

Background:
On March 25, 2026, the Governing Board denied the Appeal of Denial of Moody Boat Ramp/Pier Conversion and Transfer Project.

On March 30, 2026, the appellant's attorney circulated a letter to TRPA Governing Board members, urging them to make a motion for reconsideration ("Request for Reconsideration"). (Attachment A.)

The Request for Reconsideration included exhibits, copies of correspondence, and an affidavit by Mr. Moody's consultant, Kevin Agan.



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The correspondence attached to the Request for Reconsideration is the same correspondence Appellant presented at the March 25 hearing, except for one additional email message dated December 27, 2021, from Kevin Agan to his clients (including Mr. Moody). (Exhibit C to the Request for Reconsideration.)

Mr. Agan's message to his clients in December of 2021 indicates that he disagreed with TRPA staff's guidance that a pier could not be transferred and banked but must be considered with and through a pier application for the receiving parcel. Mr. Agan indicated to his clients at that time that, despite his disagreement, he would work on the pier application and have it ready for review by his clients in January of 2022. It is unclear why the application was not submitted until two years later.

Attached hereto as Exhibit B is a declaration from Tiffany Good. Ms. Good processed the boat ramp removal and banking permit (ERSP2020-1413) for the Lakeside Cove Homeowners Association (HOA) in late 2020. The banking permit was acknowledged in June of 2021, and Ms. Good's declaration includes a description of the conversations she had with Mr. Agan. In 2021, Ms. Good explained to Mr. Agan that his clients would not be able to transfer a pier and bank it on another parcel.

**1. TRPA never approved a transferable "pier right" for Mr. Moody.**

The only TRPA-approved action was the HOA's application to remove and bank the existing boat ramp on the HOA parcel; the HOA was the applicant of record and TRPA was not aware of a private agreement between Mr. Moody and the HOA. (Attachment B.)

TRPA did not provide any verbal assurance, nor issue any decision, permit, or written interpretation authorizing a free-floating transfer and banking of a "pier right" to Mr. Moody's parcel. To the contrary, staff repeatedly advised the consultant that any transfer must be coupled with, and evaluated through, a pier project on the receiving parcel under Chapter 84 of the TRPA Code.

**2. The Code forecloses the outcome Mr. Moody seeks.**

As set forth in detail in the March 25, 2026 staff report, a legally existing private boat ramp may be converted to a pier and transferred only where a pier project is proposed on the receiving parcel, and the parcel meets all pier eligibility and scenic standards.

Mr. Moody's parcel is in a scenic non-attainment unit and therefore is categorically ineligible to receive the converted ramp/pier under those standards, regardless of any private contract.

**3. No reasonable detrimental reliance on TRPA staff.**

The sequence of events—nearly two years of the consultant electing not to submit a pier application despite staff's repeated explanation that the transfer could only be evaluated in the context of an actual pier project—undercuts any claim that Mr. Moody reasonably relied on a contrary TRPA position.

To the extent Mr. Moody relied, it appears that he relied on his consultant's representation that piers could be transferred and banked like coverage and residential units (Reconsideration Request, Exhibits B

and C, referring to "other TRPA entitlement transfer processes"), a position that is inconsistent with the shorezone Code, the Shoreline Plan's limited pier allocation framework, and TRPA's published guidance on transfer of bankable rights.

In addition to the Code and all published guidance, Ms. Good explained in 2021, verbally and in writing, that piers could not be transferred and banked. (Exhibit B.)

**4. Private contracts and market prices do not change TRPA's legal obligations.**

TRPA is not a party to Mr. Moody's alleged contract with the HOA, and nothing in the Compact or Code authorizes TRPA to confer otherwise-unavailable development simply to make a private deal "work" or protect the speculative value of what the parties thought they were buying and selling.

TRPA staff has received the opinion of an active consultant who works for lakefront property owners that a pier right on the open market today will trade for roughly $1 million. This underscores that sophisticated parties are speculating on a scarce, heavily regulated resource; it does not create any authority for TRPA to disregard its Code or scenic standards to avoid disappointing those expectations.

There has been no explanation as to why Mr. Moody waited more than two years to submit an application after the boat ramp was removed and banked on the HOA parcel. This is particularly puzzling since Mr. Agan was working on the pier application in December of 2021 and planned to have it ready for his clients to review in January of 2022. (Request for Reconsideration, Exhibit C.) If the application had been submitted then, Mr. Moody would have known in early 2022 that the parcel was not eligible. Claims of delay and reliance damages are not the result of any action or inaction by TRPA staff.

Contact Information:
For questions regarding this agenda item, please contact Marsha Burch, Associate Counsel, at (775) 589-5338 or mburch@trpa.gov.

Written comments received by 4 p.m. the day before a scheduled public meeting may, as appropriate, be distributed to TRPA Staff, decision makers, and posted in advance of the meeting. Later submissions may be retained as part of the meeting record and may be posted or made available after the meeting as appropriate. Please note that not all submissions will necessarily be distributed to the Governing Board or posted to TRPA's website. Materials that are not related to a meeting agenda item, are voluminous, or raise legal concerns regarding online posting (for example, third-party copyright issues) may instead be referenced on TRPA's website rather than reposted in full, retained as part of the meeting record, and made available for public inspection or otherwise handled consistent with applicable law and TRPA procedures. Comments may be submitted by email (publiccomment@trpa.gov), mail, fax, or by in-person drop off.

Attachments:
A. March 30, 2026, Request for Reconsideration
B. Declaration of Tiffany Good

Attachment A

March 30, 2026, Request for Reconsideration:
https://www.trpa.gov/wp-content/uploads/Moody-Request-for-Reconsideration-Final-Letter-Package.pdf

Attachment B

Declaration of Tiffany Good

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# Declaration of Tiffany Good

I, Tiffany Good, declare as follows:

1. The following is a response to the affidavit of Kevin Agan dated March 30, 2026, in support of the request for reconsideration of the TRPA Governing Board's denial of the Appeal on the Moody transfer and pier project, TRPA File Number ERSP2023-1834; Appeal File Number ADMIN2025-0016.

2. I was employed by TRPA during the period relevant to this declaration, and in that capacity, I regularly processed planning applications and interacted with applicants and members of the public regarding development and permitting matters. Although I handled many such matters during that time, I have a general recollection of the events described below. This declaration is based on my present recollection and, where helpful, on review of records maintained by TRPA. To the best of my knowledge and recollection, the following statements are true and correct.

3. I worked in the following positions for TRPA:

Associate Planner - Permitting and Compliance 2015

Associate Planner - Long Range Planning early 2016 through August 2016

Senior Planner - Permitting and Compliance August 2016 through July 2019

Principal Planner - July 2019 through March 2026

In my role as senior planner, I primarily worked on shoreline projects and participated in the development of the shoreline plan. I was then in charge of implementing the adopted shoreline plan and that led to my role as principal planner.

4. Mr. Agan provided a timeline in his affidavit, and the following paragraphs respond to each event.

5. On or about September 20, 2021, Mr. Agan states that he had a conversation with me regarding "an appropriate TRPA entitlement transfer application to officially confirm eligibility and subsequently apply for a conversion and permit for a new pier structure." This is not an accurate reflection of discussions that took place in 2021 as I recall them. The removal and banking of the boat ramp on the Tahoe Cove Marina HOA property had been acknowledged in June of 2021. When I processed that application for the boat ramp banking project, Mr. Agan did not tell me (or anyone else on TRPA staff that I am aware of) that there was a planned pier project on the Moody property that was somehow related to the boat ramp banking. I do not recall ever being aware of any contract between the HOA and Mr. Moody. I do not recall that Mr. Agan approached me in September of 2021 to "confirm eligibility" because he wanted to apply for a transfer of the banked boat ramp as a pier to the Moody parcel where

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he wished to bank the pier. I had already explained to Mr. Agan that a pier could not be transferred and banked, and the transfer application must be accompanied by a pier application on the receiving parcel.

6. Mr. Agan asserts that the transfer application was "accepted" by TRPA on September 30, 2021. This is not an accurate description. I told Mr. Agan that he could not make an application to transfer and bank a pier. There was not an application form at TRPA for transferring and banking a pier, but my recollection is that Mr. Agan was able to convince a planner on duty to accept an application, and because there is existing form, the application was labeled "SSTR." TRPA did not "accept" applications as they were submitted. Rather, it *received* the application and assigned it a number. I responded on December 13, 2021 with an email reminding Mr. Agan that we had discussed this issue, and a transfer and banking process was not available. At that time, I reminded Mr. Agan that an application for a pier project on a receiving parcel was required, and I found the "SSTR" application to be incomplete.

7. Mr. Agan responded with a message on December 20, 2021, where he argued that I should process the application "consistent with other TRPA transfer processes." While there are commodities, such as coverage and residential units of use, that can be transferred and banked, I had explained that the 2018 Shoreline Plan did not provide such a transfer and banking process for piers.

8. Mr. Agan states that TRPA "provided" a "plan of action" and then changed the plan. I do not recall ever providing a "plan of action" to Mr. Agan other than letting him know that an application for the pier project was required for a transfer. In the early stages of implementing the 2018 Shoreline Plan, some provisions of the Code evolved somewhat, but there was never any variation in the way TRPA staff viewed the question of whether a pier could be transferred and banked without a proposed project on the receiving parcel. It was not allowed, and to my knowledge was never allowed. This interpretation never wavered, and I would not have led Mr. Agan to believe that he could apply to transfer and bank a pier. Mr. Agan claims that such a transfer had been allowed for "decades" based on his experience. The 2018 Shoreline Plan was less than 3 years old, and I do not recall any time that it was ever interpreted to allow for the transfer and banking of piers.

9. On May 24, 2023, Mr. Agan provided photos to me and asked that I identify the acceptable location from which to prepare a scenic analysis for a property located at 181 Yellowjacket Road. While at TRPA I received similar messages several times per week. Potential applicants and/or their consultants request that a photo be selected for future scenic analysis. These requests often came in well before an application was submitted, and the selection of a photograph did not constitute any type of application review, and the only thing it "approved" was the use of a scenic vantage point in the event that an application was ever submitted for a particular site.

10. The remaining timeline in Mr. Agan's affidavit relates to the application that was finally submitted for a pier project on the Moody parcel, and the denial by TRPA staff, and Brandy McMahon handled the processing of the application.

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11. Mr. Agan states that he "consistently relied on the guidance and representations provided by Ms. Good and related agency staff." Based on my review of the affidavit and the request for reconsideration, this is not true. During the processing of the permit for removal of the boat ramp, I was not told that there was an overarching plan to transfer the pier to the Moody property, and I explained that any transfer of the pier would require an application on the receiving parcel. Often when a boat ramp is banked, the applicant has a buyer for the pier right, but I was unaware of any contract or specific plans for the pier.

12. After the boat ramp was banked, Mr. Agan began to ask that TRPA staff interpret the Shoreline Plan to allow him to transfer the pier and bank it. I recall spending significant time going over the Code with him, reviewing the pier conversion provisions. Mr. Agan was frustrated that he could not accomplish what he wished to accomplish, but I do not recall that TRPA staff gave him any reason to believe that it was possible under the Code.

13. The request for reconsideration states that "[i]t was made clear that this permit would likely be accepted particularly due to the fact that it was coupled with a remediation effort." Between the time the boat ramp banking permit was issued until the application was submitted for the pier on the Moody parcel, I do not recall it being communicated to me that there was a "remediation effort" that include application for a pier on the Moody parcel. I do not recall being aware of a contract between Moody and the HOA.

14. The request for reconsideration also states as follows: "If TRPA staff followed their established protocol, they could have made an eligibility determination early on in this sequence, as they do for other entitlements, and Applicant would not have been pressured to purchase the boatramp/pier entitlement from Lakeside Cove Resort based upon TRPA staff's inconsistency." There are several inaccuracies in this statement. While I was working for TRPA, the "established protocol" is that TRPA staff does *not* review eligibility until an application, or a pre-application has been formally submitted. There was no application for a pier on the Moody parcel until December of 2023. I am not aware of how or why Mr. Mood would have been "pressured to purchase the boatramp/pier entitlement."

15. TRPA staff does not advise on private agreements. In all my time at TRPA I understood this to be the case, and in this case, I do not recall even being aware there was a private agreement.

16. Mr. Agan closes his affidavit with several statements. One is as follows: "Based on my 30 plus years of experience working with this agency, TRPA staff directly led us to believe that this project was not only feasible but a direct benefit and a win-win for the Tahoe shoreline." I do not recall that Mr. Agan told me, or anyone else I am aware of, that there was a "win-win" proposal that included removal of the boat ramp and an associated pier project on the Moody parcel. The banking permit (ERSP2020-1413) was, as far as I understood it, a standalone project, and the permit includes the following statement: "The permittee understands that this permit is not a conceptual approval of any future projects." I was unaware that there was a specific plan for the banked pier right.

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17. The next statement by Mr. Agan speaks to his disappointment that the eligibility determination "should have been a part of the initial inquiry into the ability for the Moody Property to receive their entitlement, conversion and ultimately their pier." In 2021 and 2022 Mr. Agan persisted in requests to be allowed to transfer and bank the pier on the Moody parcel without submitting a pier application and going through a review for eligibility. There was no review of eligibility for a pier on the Moody parcel because Mr. Agan and/or Mr. Moody refused to submit an application or a pre-application. With Mr. Agan's 30 years of experience, I feel confident that he knows that a project is not reviewed for eligibility until an application is submitted.

18. Mr. Agan's final statement reads as follows: "It is irresponsible and unconscionable that the TRPA would allow an applicant to invest so much time, incur such great costs and ultimately deny the application due to ambiguities and gaps in the TRPA Code, especially when there is an established process that can filter and screen regulatory obstacles at the outset." The application was not denied "due to ambiguities and gaps in the TRPA Code." Mr. Agan expressed his frustration and disagreement with staff for two years, arguing that they should allow the transfer and banking. The Code was not ambiguous, and my impression was that Mr. Agan simply did not want to be prevented from accomplishing what he wished to accomplish. If a pier application had been submitted after the boat ramp banking permit was acknowledged, then the lack of eligibility would have been known in late 2021 or early 2022.

Date: April 15, 2026

Signed by:
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Tiffany Good