



OLYMPIC VALLEY PUBLIC SERVICE DISTRICT BOARD REPORT



SUBJECT:	Amendment No. 1 to the Water and Sewer Service Agreement – Rosser-Carville Residential Subdivision Project	EXHIBIT:	F-6, Pages 6
AUTHOR:	Dave Hunt, District Engineer	MEETING DATE:	September 30, 2025

RECOMMENDED ACTION: Approve Resolution 2025-19 rescinding Resolution 2025-17 and authorizing execution of a revised Amendment No. 1 to the Water and Sewer Service Agreement for the Rosser-Carville Residential Subdivision Project.

DISCUSSION: On July 29, 2025, the Board approved Resolution 2025-17 and Amendment No. 1 to the Water and Sewer Service Agreement (Agreement) for the Rosser-Carville Residential Subdivision Project. The Amendment extended the term of the Agreement to six (6) years, expiring November 8, 2027.

After approval of Resolution 2025-17 by the Board, but prior to execution of the Amendment, the District was informed by the developer that Michael Carville transferred interest in his parcel (APN 096-540-018-000) to Jennifer A. Rosser. Because of this, Amendment No. 1 has been revised to include Jennifer A. Rosser as the successor, transferee, and assignee of Michael Carville and ensure that she is bound by all terms of the Agreement.

FISCAL/RESOURCE IMPACTS: There are no fiscal impacts associated with executing Amendment No. 1 to the Agreement. The project is privately financed, and the developers will reimburse the District for all costs associated with the project including preparation of the Agreement, Amendments, plan review and coordination, inspection, and preparation of offer of dedication documents.

ATTACHMENTS:

- Amendment No. 1 to Water and Sewer Service Agreement
- Resolution 2025-19 – A Resolution of the Board of Directors of the Olympic Valley Public Service District Rescinding Resolution 2025-17 and Approving and Authorizing Execution of Amendment No. 1 to the Water and Sewer Service Agreement

DATE PREPARED: September 22, 2025

AMENDMENT NO. 1 TO WATER AND SEWER SERVICE AGREEMENT

This AMENDMENT NO. 1 TO WATER AND SEWER SERVICE AGREEMENT (this "Amendment") is made and entered into effective September __, 2025 (the "Effective Date of the Amendment") by and between the OLYMPIC VALLEY PUBLIC SERVICE DISTRICT, a body politic organized under the California Water Code (the "District"), on the one hand, and Julie S. Carville, Trustee of the Julie S. Carville Trust dated December 18, 1997; Phillip P. Carville, Trustee of the Carville Family Trust dated December 10, 2003; and Jennifer A. Rosser on the other hand (the "Developer") (collectively, the "Parties"), with respect to the following Recitals:

RECITALS

A. Effective November 8, 2021, the District entered into that certain "Water and Sewer Service Agreement," a copy of which is attached hereto as Exhibit "A" and fully incorporated herein by reference (the "Agreement"), with Julie S. Carville, Trustee of the Julie S. Carville Trust dated December 18, 1997; Phillip P. Carville, Trustee of the Carville Family Trust dated December 10, 2003; and Michael P. Carville; and

B. Section 12.1 of the Agreement provides that the rights, duties, and obligations conferred therein may be transferred or assigned through a transfer of an interest in the subject property or a portion thereof; and

C. On or about January 28, 2022, Michael P. Carville transferred his interest in that certain real property known as Assessor's Parcel Number (APN) 096-540-018-000 to Jennifer A. Rosser, a married woman, as her sole and separate property; and

D. Section 2.2 of the Agreement sets forth the term thereof; and

E. Section 13.1 of the Agreement authorizes the District and the Developer to amend the Agreement "by mutual consent of the Parties in writing"; and

F. The District and the Developer wish to specify Jennifer A. Rosser as the successor, transferee, and assignee of Michael P. Carville and amend Sections 2.2 and 4.3 of the Agreement to: (i) extend the term and reflect the intent of the Parties that the Agreement remain in effect and be in effect since the Effective Date defined in the Agreement, and (ii) provide for further changes to the Improvement Plans if needed.

NOW, THEREFORE, pursuant to the authority vested in the District and in consideration of the mutual covenants and promises of the Parties contained in the Agreement and this Amendment, the Parties agree as follows:

1. The Recitals above are true and correct and fully incorporated herein.
2. Section 2.2 of the Agreement is hereby amended and restated to read:

2.2 **Term.** The Term of this Agreement ("Term") shall commence on the Effective Date and shall terminate six (6) years thereafter, unless sooner terminated or extended as hereinafter provided. The Developer shall complete Construction and Improvements during the Term of this Agreement. Provided, however, that the District shall agree to extend the Term so long as the Developer's approvals from the County of Placer are still in effect and the Developer is in compliance with the terms and conditions of this Agreement.

3. Section 4.3 of the Agreement is hereby amended and restated to read:

4.3 **Changes.** The plans and specifications described in Section 4.1 shall be submitted to District and its engineer for review and approval, which approval shall be in writing, which approval shall not be unreasonably delayed, withheld or denied. Upon written notice given to Developer by District's engineer within ten (10) working days of receipt of said plans and specifications, or at other times if the source of water supply for the Project changes, Developer shall provide for such changes, modifications, or additions thereto, as District's engineer shall deem necessary pursuant to reasonable standards of engineering and construction as required in the Project area and/or as identified, determined or resulting from hydraulic systems modeling undertaken in connection with this Agreement or District's review of plans and specifications. Such changes, modifications, or additions shall be made at Developer's cost.

4. Pursuant to Section 12.1 of the Agreement, Jennifer A. Rosser: (i) is the successor, transferee, and/or assignee of Michael P. Carville's rights, duties, and obligations under the Agreement as to APN 096-540-018-000, (ii) shall be bound by all terms, conditions, and promises as set forth in the Agreement, and (iii) shall be jointly and severally liable for any and all guarantee or warranty obligations set forth in the Agreement.

5. Pursuant to Section 2.4 of the Agreement, the Secretary of the Board of Directors of the District shall cause notice of this Amendment to be recorded in the Official Records of the County of Placer.

6. Except as expressly modified in this Amendment, all provisions of the Agreement shall remain in full force and effect from the Effective Date defined in the Agreement through the Term provided in this Amendment.

IN WITNESS WHEREOF, the District and the Developer have executed this Amendment as of the Effective Date of the Amendment:

DISTRICT:

OLYMPIC VALLEY PUBLIC SERVICE DISTRICT,
A PUBLIC ENTITY

By: _____ Date: _____
Dale Cox, President, Board of Directors

Attest: _____ Date: _____
Jessica Asher, Secretary, Board of Directors

DEVELOPER:

By: _____ Date: _____
Julie S. Carville, Trustee of the Julie S. Carville
Trust dated December 18, 1997

By: _____ Date: _____
Phillip P. Carville, Trustee of the Carville
Family Trust dated December 10, 2003

By: _____ Date: _____
Jennifer A. Rosser

EXHIBIT "A"

(Water and Sewer Service Agreement)

RESOLUTION 2025-19

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE OLYMPIC VALLEY PUBLIC SERVICE DISTRICT RESCINDING RESOLUTION 2025-17 AND APPROVING AND AUTHORIZING EXECUTION OF REVISED AMENDMENT NO. 1 TO THE WATER AND SEWER SERVICE AGREEMENT FOR THE ROSSER-CARVILLE PROPERTY RESIDENTIAL SUBDIVISION PROJECT

WHEREAS, Julie S. Carville, Trustee of the Julie S. Carville Trust dated December 18, 1997; Phillip P. Carville, Trustee of the Carville Family Trust dated December 10, 2003; and Jennifer A. Rosser, successor, transferee, and assignee of Michael P. Carville (together hereinafter referred to as "Developer"), are planning the development of three (3) residential lots in a planned residential development upon APNs 096-540-018, 096-540-019, and 096-540-020, Washoe Drive, Olympic Valley, California (the "Project");

WHEREAS, the Olympic Valley Public Service District, hereinafter referred to as "District" entered into a Water and Sewer Service agreement with Developer on November 8, 2021; and

WHEREAS, Amendment No. 1 to the Water and Sewer Agreement (Agreement) for the Project was approved by the District's Board of Directors by Resolution 2025-17 on July 29, 2025; and

WHEREAS, After approval of Resolution 2025-17 by the Board, but prior to execution of the Amendment, the District was informed by the Developer that Michael P. Carville transferred interest in his parcel (APN 096-540-018-000) to Jennifer A. Rosser;

WHEREAS, Amendment No. 1 has been accordingly revised to include and name Jennifer A. Rosser as the successor, transferee, and assignee of Michael P. Carville and ensure that she is bound by all terms of the Agreement and Amendment No. 1 thereto; and

WHEREAS, the District wishes to enter into this revised Amendment No. 1 to extend the term of the Agreement to six (6) years, expiring on November 8, 2027; and

WHEREAS, the Board of Directors has reviewed this revised Amendment No. 1 to the Water and Sewer Service Agreement prepared for signature of Developer and District and considered the recommendations of Staff.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Olympic Valley Public Service District hereby rescinds Resolution 2025-19 and approves the First Amendment to the Agreement for said Project, as attached hereto and incorporated herein, and does hereby direct the Board President to execute said Amendment and such other documents, related thereto or required thereby.

PASSED AND ADOPTED this 30th day of September, 2025 at a regular meeting of the Board of Directors of the Olympic Valley Public Service District by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Dale Cox, Board President

ATTEST:

Jessica Asher, Board Secretary