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BYLAWS

ARTICLE I – NAME AND BOUNDARIES OF DISTRICT

Legal Name: Pomelo Park Irrigation Water Delivery District, Number 59, (Pomelo Park IWDD or District)

Legal Description of Boundaries: Pomelo Park and Pomelo Park Annex combined adjacent subdivisions of the Southwest Quarter of Section 25, Township 2 North, Range 3 East and Southeast Quarter of Section 25, Township 2 North, Range 3 East of the Gila and North of the Salt River Base and Meridian, according to the Plat of Record in the Office of the County Recorder of Maricopa County, Arizona, Recorded in Book 37 of Maps, Page 41 and Book 47 of Maps, Page 47, Lying Northerly of the Grand Canal and Southerly of the Arizona Canal, excluding parcels: 127-128-112A, 127-28-112B, 127-33-070, 127-33-071 and 127-33-072.

Lay Description: Pomelo Park IWDD shall include property located in Phoenix, Arizona, Maricopa County east side of 32nd Street, west side of 36th Street, North side of Osborn Road and south side of Clarendon Avenue.

ARTICLE II – AUTHORIZING LEGISLATION

Pomelo Park Irrigation Water Delivery District is a special taxing district established pursuant to Arizona Revised Statutes (A.R.S.) Title 48, Chapter 20, Article 2, §48-3421.

Pomelo Park Irrigation Water Delivery District is authorized pursuant to A.R.S Title 48, Chapter 20, Articles 1 through 4 to govern and facilitate its business and operations as a provider of flood irrigation water to the district lands.

Pomelo Park Irrigation Water Deliver District is a Special Taxing District pursuant to A.R.S Title 48, as a political subdivision of the state and is governed by an elected board.

ARTICLE III – HISTORY & MISSION STATEMENT

History: The Pomelo Park Irrigation Water Delivery District was formed December 7, 2016 before the Maricopa Board of Supervisors by Order of District Organization C-06-17-204-M-00 and endorsed by the governing body of the City of Phoenix and consent by the Salt River Project Agricultural and Power District. Early Hohokam settlers built nearly 500 miles of irrigation ditches that set the groundwork for the major canal system and in 1903 farmers pledged their land as collateral to build the Roosevelt Dam for the Salt River Valley Water Users' Association sustaining irrigation that continues today. The pledged farmer's land eventually led to the Kent Decree in 1910 for which land would have superior rights to irrigation water in perpetuity. These rights stay with the land.

Mission Statement: The Pomelo Park Irrigation Water Delivery District's mission is to serve all property owners as defined per A.R.S. Title 48, Chapter 20, Articles 1, §48-3401, in the defined district through its business operations flood irrigation distribution and maintain a sustainable infrastructure. The water district shall endeavor to educate its users on proper flood irrigation procedures, rules, regulations and compliance.

ARTICLE IV – THE BOARD OF TRUSTEES

Board of Trustees: The Board of Trustees is comprised of a minimum of three landowners per A.R.S. §48-3441. Trustees must be landowners whose primary residence is within the Pomelo Park Irrigation Water Delivery District. Board members will have authority to make decisions deemed as consent approval for items spelled out in the rules and regulations related to the operation of the Pomelo Park Irrigation Water Delivery District.



POMELO PARK IRRIGATION WATER DELIVERY DISTRICT

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Trustees: The trustees appointed at the organization of the district or elected thereafter serve for two-year terms and will serve continuous terms. If the number of candidates equals the number of vacancies and the Maricopa County Board of Supervisors approves the special taxing district's board's petition to cancel the elections. Election day for the Pomelo Park Irrigation Water Delivery District as determined by A.R.S. §48-3444 will be held on the 3rd Wednesday in November.

Trustee Vacancy: The office of a trustee who removes from the district or who ceases to possess the qualifications of a trustee shall become vacant, and the remaining members shall within thirty days appoint a successor to fill the vacancy for the unexpired term, and issue a certificate of appointment.

Meeting Place: The Board of Trustees shall determine all general meeting places and shall notify all members of the location thirty days in advance by any or a combination of the following communications: Letter, electronic message, neighborhood message group board, telephone, web site or through other technological devices.

ARTICLE V – DISTRICT FUNDS

- A. **Funds** collected for the expense of maintaining the district infrastructure including but not limited to, system main line ditches or conduit system, operating expenses, user education, infrastructure maintenance and repair, system improvements, main line portal standpipe structures including valve covers and frame support shall be provided for by taxes levied and collected as prescribed by A.R.S. Title 48, Chapter 20. §48-3472.
- B. **The Maricopa County Treasurer** shall be treasurer ex officio of Pomelo Park Irrigation Water Delivery District. The treasurer shall keep all monies of the district in a separate fund, or upon the direction of the Board of Trustees, in more than one separate fund, and shall pay from such fund(s) only on warrants drawn on the fund(s). Warrants require a signature by a minimum of two Board of Trustee members. All district monies due and received by the district shall be deposited with the treasurer within two weeks upon receipt.
- C. **The Board of Trustees** of the district, before July 1st shall on an annual basis as required by A.R.S. Title 48, Chapter 20, §3473, through review of the prior year and anticipated future repairs, estimate the amount of money necessary to be raised by taxation to defray the district expense including assessments and charges to irrigation projects, if any have been assessed, up to the tie when funds will be available from the next tax levy. Annual reports can be conveyed to district users through electronic means or at annual meetings.

ARTICLE VI – FISCAL YEAR

The fiscal year for Pomelo Park Irrigation Water Delivery District shall be July 1st through June 30th of each year.

ARTICLE VII – AMENDING BYLAWS

The bylaws of Pomelo Park Irrigation Water Delivery District can be amended by the Board of Trustees of the district.

ARTICLE VIII – DISSOLUTION

The Maricopa County Board of Supervisors may dissolve Pomelo Park Irrigation Water Delivery District pursuant to A.R.S. Title 48. §48-3428. Dissolution shall be ordered only on filing of a petition similar to the petition required on organization, except that the petition need not describe the boundaries of nor the lands within the district but may refer to the district by number or other appropriate designation. The petition shall state that it is the purpose of the petitioners to dissolve the district. No district shall be dissolved unless the petition for dissolution is signed by a majority of the property owners of land in the district with the exception of excluded property at the organization of the district.



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ARTICLE IX – COMPLIANCE

Rules and Regulations

- A. **Pomelo Park Irrigation Water Delivery District owns and maintains the common flood irrigation infrastructure** with the exception of valve covers/assembly and standbox gates/sliders serving the property. Pomelo Park IWDD is not responsible for any damage to any flood irrigation infrastructure as the result of damage by the property owner, short/long term residents, renters, lessees, hired help or contractors. ***The Pomelo Park Irrigation Water Delivery District Bylaws apply to all property owners who own property within the described boundaries as above, Article 1.***
1. Property owners are not authorized to work or hire a worker/contractor to perform work on the main water line infrastructure, or attached lines to the main line, unless approved in writing by the Board of Trustees. Any and all work required to the Pomelo Park IWDD infrastructure as a result of damage by the property owner, short/long term residents, renters, lessees, hired help or contractors shall be born by the property owner. The Pomelo Park Irrigation Water Delivery District can require payment in full prior to commencement of work.
 2. Property Owners shall provide to the Pomelo Park IWDD Board of Trustees, detailed plans of any work that requires digging or trenching within five (5) feet, on any side, of the main water delivery infrastructure to include canal lines, standpipes and or standboxes that connect to the main water delivery infrastructure, within 20 business days prior to the commencement of work. ARS Title 40, Chapter 2, Section 40-360.22 B, requires underground utility location prior to excavation.
 3. Property owners will be responsible for the cost of any unauthorized work or repairs due to the foregoing and the cost to the district to re-inspect work or repairs and or provide corrective actions. At least one access point (valve, standbox, etc.) shall remain intact on all main lines for visual inspections, on all property in Pomelo Park IWDD, whether or not the property uses flood irrigation.
- B. Delivery of flood irrigation water to the district is regulated and distributed to the district under the direction and control of the Salt River Project (SRP) Water Delivery Division to active users in good standing. Unless SRP changes the distribution time, each user, when they have signed up for flood irrigation and the delivery schedule is posted, is required to take the water at the designated time and not exceed their scheduled duration, unless they have cancelled delivery with SRP prior to delivery schedule posting. Each user in the district is responsible for setting standpipe and standbox gates to receive flood irrigation to their property (all the way back to the demarcation point at 36th Street and Clarendon Avenue) and to contact the next user at the completion of their run who is scheduled to receive flood irrigation.
- C. Property owners are required to keep vegetation clear of the standpipes and standboxes, vegetation and roots from damaging the district's irrigation infrastructure on or that abuts their property and keeps public utility easements on or that abuts their property free and clear of any obstructions that would impede access or cause unsafe conditions for access to any irrigation infrastructure. (e.g., overgrown vegetation, tripping hazards, blocked access or locked gates etc.).
- D. It is incumbent on all flood irrigation users to retain flood irrigation within their property boundaries. Each parcel receiving flood irrigation water from the district, shall have installed on the property, valve cover(s) or slide gate(s) to control or completely stop water flow into the property.
- E. Property owners shall report damage to the irrigation infrastructure that could cause leaks or compromise the district's infrastructure and are responsible for replacing worn or broken slide gates, valve covers and/or seals.

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- F. Each user in the district can contract with a district approved commercial flood irrigation company (commercial irrigators) to operate their valves for the delivery of flood irrigation to their property, however, the property owner shall continue to be responsible for any damage or repairs to the common district delivery lines serving their property. Pomelo Park IWDD shall not be liable for any property damage or damage to the common district delivery lines by any commercial irrigation company contracted by the owner, renter, lessees, etc.
- G. Property owners who contract with flood irrigations servicing companies are responsible directly to the contractor for payment. A contractor can refuse service to any user contracted with them who is delinquent on payments.
- H. Flood irrigation servicing companies shall notify the district in writing (USPS, messaging text or email) of any issues that would adversely affect any or all users of the district within 24 hours after the completion of the irrigated section of the subdivision delivery, including but not limited to broken or compromised infrastructure, property with excessive leaking flood irrigation or users receiving water to their property that they are not scheduled or entitled to receive. It is imperative that commercial irrigators reset any gate that are required for pass through open. Flood irrigation servicing companies shall provide a copy of their most current insurance coverage and the full names and contact information for all owners, employees or contract worker performing service in the Pomelo Park Irrigation Water Delivery District.
- I. Flood irrigation servicing companies are granted use of the flood irrigation infrastructure owned, operated and maintained by the Pomelo Park Irrigation Water Delivery District and are required to adhere to the districts bylaws, rules and regulations and are required to provide to our water district the full names and contact telephone numbers for all employees or contractors who operate our infrastructure or residential gates within the water district. The Pomelo Park Irrigation Water Delivery can deny access to the district's infrastructure to any flood irrigation service company for violations that the Board of Trustees determine is unsafe or compromises flood irrigation to the district's members.
- J. All property owners who use flood irrigation in the Pomelo Park Irrigation Water Delivery District, whether self-irrigators or contracted with a flood irrigation servicing company, shall provide to the district, the names, telephone contact numbers and email address of the responsible contact residing at the property, including renters or lessees via <https://www.pomeloparkIWDD.org> . **All contact information of owners and/or users included in Pomelo Park Irrigation Water Delivery District shall remain confidential and will not be shared with any other person or entity unless approved by the owner of the contact information by verbal communication or in writing.**
- K. Pomelo Park Irrigation Water Delivery District shall have the right to suspend flood irrigation delivery to any property, whether self-irrigators or contracted with a flood irrigation servicing company, who does not comply with the rules and regulations of Article IX – Compliance. Property owners who do not comply with corrective action and/or remedy damage to the Pomelo Park IWDD infrastructure, after three notifications, either by digital delivery, delivery by USPS or in person is sent to the property owners address of record listed with Pomelo Park IWDD, their renters or lessee, shall be responsible to Pomelo Park IWDD for the cost of repairs. Suspension from flood irrigation delivery in Pomelo Park IWDD requires a unanimous vote by the full Board of Trustees for any property owner who fails to reimburse Pomelo Park IWDD for repairs that Pomelo Park IWDD determines is required to continue flood irrigation delivery after sufficient notice, as noted above in this paragraph. Re-establishing flood irrigation to a property after a suspension, requires full payment for repairs Pomelo Park IWDD has paid as above and a majority vote of the Board of Trustees.



BYLAWS

ARTICLE X – INDEMNIFICATION OF TRUSTEES, OFFICERS, AND MANAGERS

As approved by Board of Trustees Resolution, Pomelo Park IWDD sets forth in its Bylaws that the District shall indemnify each trustee, officer and manager against expenses actually and reasonably incurred, including but not limited to attorneys' fees, judgments, fines and amounts paid in settlement, in connection with any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, other than an action by or on behalf of Pomelo Park IWDD, by reason of the fact that such person is or was a trustee, officer or manager of Pomelo Park IWDD, acting within the course and scope of such persons' duties for Pomelo Park IWDD, if such person acted, or failed to act, in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of Pomelo Park IWDD and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful; the termination of any action, suit or proceeding by judgment, order, settlement or conviction or upon a plea of no contest or its equivalent shall not of itself create a presumption that the person acted or failed to act other than in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of Pomelo Park IWDD and, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.

Pomelo Park IWDD shall indemnify each trustee, officer and manager against all expenses actually and reasonably incurred, including but not limited to attorneys' fees, but excluding judgments and fines, and, except as hereinafter set forth, excluding amounts paid in settlements, in any threatened, pending or completed action or suit brought by or on behalf of Pomelo Park IWDD to procure a judgment in its favor, by reason of the fact that the person is or was a trustee, officer or manager of Pomelo Park, acting within the course and scope of such persons' duties for Pomelo Park IWDD, provided that no indemnification may be made in respect of any claim, issue or matter as to which such trustee, officer or manager shall have been adjudged to be liable to Pomelo Park IWDD unless and only to the extent that the court in which such action or suit was brought shall determine, upon application, that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper, and further provided that the court in which any such action or suit was brought may determine, upon application, that, in view of all circumstances of the case, indemnity for the amounts paid in settlement is proper and may order indemnity for the amount so paid in settlement and for the expenses, including but not limited to attorneys' fees, actually and reasonably paid in connection with such application, to the extent the court deems proper.

Any indemnification or reimbursement of a trustee, officer or manager pursuant to this Article, unless ordered by a court, shall be made by Pomelo Park IWDD only as authorized in the specific case upon a determination that indemnification of a trustee, officer or manager is proper in the circumstances because he or she has met the applicable standard of conduct set forth in the first or second paragraph of this Article; provided that such determination shall be made by the Board of Trustees by a majority vote of a quorum consisting of trustees who were not parties to the action, suit or proceeding, or if such quorum is not obtainable, in a written opinion of independent legal counsel appointed by a majority of the disinterested trustees for that purpose, or if there are no disinterested trustees, by the court or other body before which the action, suit or proceeding was brought or any court of competent jurisdiction upon the approval of an application by any person seeking indemnification, in which case indemnification may include the expenses, including but not limited to attorneys' fees, actually and reasonably paid in connection with such application.

Expenses, including but not limited to attorneys' fees, incurred in defending a civil or criminal action, suit or proceeding may be paid by Pomelo Park IWDD in advance of the final disposition of the action, suit or proceeding upon receipt of an undertaking by or on behalf of the trustee, officer or manager to repay the amount if it is ultimately determined that he or she is not entitled to be indemnified by Pomelo Park IWDD as authorized by this Article.

The indemnification and other benefits provided by or granted pursuant to this Article, unless otherwise provided when authorized or determined, continue as to a person who has ceased to be a trustee, officer or manager and inure to the benefit of the heirs, executors and administrators of the person.



POMELO PARK IRRIGATION WATER DELIVERY DISTRICT

BYLAWS

WE HEREBY CERTIFY AS TRUSTEES OF THE Pomelo Park Irrigation Water Delivery District, No. 59, a Special Taxing District in Maricopa County, Arizona, authorized by A.R.S. Title 48. Chapter 20, that the above and foregoing Bylaws were adopted as the Bylaws of the Pomelo Park Irrigation Water Delivery District, No. 59 as of 4 OCTOBER 2024


SHANE ABOWITT, TRUSTEE


ERIC LEWIS, TRUSTEE


JOHN SCHULTZ, TRUSTEE

Date Signed: 10/8/2024

Date Signed: 10.8.2024

Date Signed: 10/8/24