



**NOTICE OF
SPECIAL MEETING OF THE TOWN COUNCIL
HICKORY CREEK TOWN HALL
1075 RONALD REAGAN AVENUE, HICKORY CREEK, TEXAS 75065
THURSDAY, SEPTEMBER 10, 2026, 6:00 PM**

AGENDA

Call to Order

Roll Call

Pledge of Allegiance to the U.S. And Texas Flags

Invocation

Proclamations

1. September 2026 as "United is The Way Month"

Items of Community Interest

Pursuant to Texas Government Code Section 551.0415 the Town Council may report on the following: expressions of thanks, congratulations, or condolence; an honorary or salutary recognition of an individual; a reminder about an upcoming event organized or sponsored by the governing body; and announcements involving an imminent threat to the public health and safety of people in the municipality or county that has arisen after the posting of the agenda.

Public Comment

This item allows the public an opportunity to address the Town Council on both agenda and non-agenda items. To comply with the provisions of the Open Meetings Act, the Town Council cannot discuss or take action on items brought before them not posted on the agenda. Please complete a request if you wish to address the Town Council. Comments will be limited to three minutes total for any and all items being presented. Public Comment is for information only. No charges and/or complaints will be heard against any elected official, board member, the Town, or employee of the Town that are prohibited by law.

Consent Agenda

Items on the Consent Agenda are considered to be self-explanatory and will be enacted with one motion. No separate discussion of these items will occur unless so requested by at least one member of the Town Council.

2. Consider and act on authorizing the Mayor of the Town of Hickory Creek, Texas to execute an agreement by and between the Town of Hickory Creek, Texas and Soheyla Zadegan Dixon for municipal judge services.

3. Consider and act on authorizing the Mayor of the Town of Hickory Creek, Texas to execute an agreement by and between the Town of Hickory Creek, Texas and Robin A. Ramsay for municipal judge services.
4. Consider and act on authorizing the Town Manager of the Town of Hickory Creek to execute an independent contractor agreement by and between the Town of Hickory Creek and Manetheren Industries.

Regular Agenda

5. Consider and act on an ordinance of the Town Council of the Town of Hickory Creek, Texas, accepting the 2026 Certified Tax Roll for the Town of Hickory Creek; approving the 2026 Ad Valorem Tax Rate and levying \$0.213303 on each one hundred dollars of assessed valuation of all taxable property within the corporate limits of the Town for the fiscal year beginning October 1, 2026, and ending September 30, 2027. This tax rate will not raise more taxes for maintenance and operation than last year's tax rate; providing for a due date and delinquency date, providing for the collection and use of penalty and interest on delinquent taxes; directing the Tax Assessor/Collector to assess and collect Ad Valorem Property Taxes.
6. Consider and act on an ordinance of the Town of Hickory Creek, Denton County, Texas; amending Chapter 8 of the Code of Ordinances through the addition of new Section 8.12, regulating the takeoff, landing and other actions by aircraft within the Town; requiring authorization for limited purposes and time.
7. Discussion regarding the Lake Cities Chamber Guns & Hoses Pickleball Tournament.

Future Agenda Items

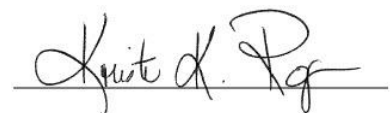
The purpose of this section is to allow each Council Member the opportunity to propose that an item be added as a business item to any future agenda. Any discussion of, or a decision about, the subject matter shall be limited to a proposal to place the subject on the agenda for a subsequent meeting.

Adjournment

The Town Council reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by the Texas Government Code, Chapter 551.

This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to the meeting. Please contact Town Hall at 940-497-2528 or by fax 940-497-3531 so that appropriate arrangements can be made.

I, Kristi Rogers, Town Secretary, for the Town of Hickory Creek certify that this meeting notice was posted on the bulletin board at Town Hall, 1075 Ronald Reagan Avenue, Hickory Creek, Texas on September 3, 2026, at 1:00 p.m.



Kristi Rogers, Town Secretary
Town of Hickory Creek

Proclamation

by the

Mayor of the Town of Hickory Creek, Texas

WHEREAS, United Way of Denton County improves lives by mobilizing communities like Town of Hickory Creek to action so all can thrive; and

WHEREAS, by working together to co-create solutions to people's most pressing challenges, United Way of Denton County positively impacts the lives of over 55,000 local residents annually.

WHEREAS, United Way of Denton County leads the effort with a network of nonprofits, governments, businesses, and donors to respond to our neighbor's immediate needs and seek out better solutions for larger community-wide issues.

NOW, THEREFORE, I, Lynn C. Clark, Mayor of the Town of Hickory Creek, Texas, do hereby proclaim **September 2026 as United is The Way Month** and proudly join United Way of Denton County in calling on all residents of Town of Hickory Creek to take action to create a future where everyone has the chance to thrive.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the official seal of the Town of Hickory Creek, Texas to be affixed this the 10th day of September, 2026.

Lynn C. Clark, Mayor
Town of Hickory Creek

ATTEST:

Kristi K. Rogers, Town Secretary
Town of Hickory Creek

STATE OF TEXAS §

COUNTY OF DENTON §

AGREEMENT

This Agreement ("Agreement"), is made and entered into effective September 30, 2026 (the "Effective Date") by and between the Town of Hickory Creek, Texas, a Texas municipal corporation, hereinafter called "Town" and Soheyla Zadegan Dixon, hereinafter called "Judge" both of whom agree as follows:

WHEREAS, Town desires to retain the services of said Judge as Presiding Judge of Municipal Court of Record No. 1 of the Town of Hickory Creek; and

WHEREAS, Judge desires to accept appointment as Presiding Judge of Hickory Creek Municipal Court of Record No. 1; and

WHEREAS, the parties acknowledge that Judge is a member of the State Bar of Texas ("State Bar") and that Judge is subject to the Code of Professional Responsibility of the State Bar and shall comply with all conditions and restrictions as set forth for municipal judges under all applicable ordinances, statutes, other law, and as required under the Texas Code of Judicial Conduct;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

SECTION 1. DUTIES.

Town hereby engages the services of Judge as Presiding Judge of the Municipal Court of Record No. 1 of said Town to perform the functions and duties specified by the Code of Judicial Conduct, the Hickory Creek Code of Ordinances, Chapter 30 of the Texas Government Code, the laws of the State of Texas, and all other applicable laws, and to perform other legally permissible and proper duties and functions as Town shall from time to time assign. Such duties include court sessions, in-house training, office hours, and other services of the Municipal Court Judge for the Town of Hickory Creek.

SECTION 2. TERM.

- A. Judge shall be appointed commencing on the Effective Date and ending at the expiration of the current Mayor's current term. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Town to terminate the services of Judge at any time, subject only to the provisions set forth in this Agreement, or other applicable law.
- B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Presiding Judge to resign at any time from his position with the Town, subject only to the provision set forth in this Agreement, or other applicable law.

- C. Judge agrees not to accept other employment nor to become employed by any other employer that would create a conflict of interest with the provision of her services as Presiding Judge to the Town of Hickory Creek until this Agreement is terminated by either party as provided herein.

SECTION 3. SEPARATION.

- A. In the event Judge voluntarily resigns her position with Town before expiration of the aforesaid term of his employment, then Judge shall give Town 30 days' notice in advance, unless the parties otherwise agree.
- B. Judge shall not be entitled to any separation benefits.

SECTION 4. COMPENSATION.

- A. The Town shall compensate Judge as follows: a monthly fee in the amount of \$1,000.00 for services rendered in her capacity as Presiding Judge. All compensation earned for services performed within any calendar month shall become due and payable on or before the fifteenth (15th) day of the immediately succeeding month.
- B. Judge shall not be entitled to any employee benefits including but not limited to vacation leave, sick leave, retirement and pension system contribution, holidays, health insurance, long-term disability insurance, or retirement under the Texas Municipal Retirement System. Judge is a contractor, and not an employee of the Town.

SECTION 5. PERFORMANCE EVALUATION.

- A. The Town Council shall review and evaluate the performance of the Judge at least onceannually.
- B. The Council and Judge shall define annually such goals and performance objectives which they determine necessary for the proper operation of the Town of Hickory Creek Municipal Court, and in the attainment of the Council's policy objectives and shall further establish a relative priority among those various goals and objectives.
- C. In effecting the provision of this Section, the Council and Judge mutually agree to abide by the provisions of applicable law. Nothing herein shall be construed to grant the Town the right to involuntarily remove Judge by any method other than pursuant to Texas Government Code § 30.000085, as amended.

SECTION 6. BONDING.

Town shall bear the full cost of any fidelity or other bonds that may be required of the Presiding Judge under any law or ordinance requiring the same to be paid as a condition of the performance of an obligation or pursuant to duty in connection with Judge's performance of his duties as Presiding Judge of the Town of Hickory Creek.

SECTION 7. GENERAL PROVISIONS.

- A. The text herein shall constitute the entire agreement between the parties.
- B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Judge.
- C. If any provision, or any portion, thereof, contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed several, shall not be affected and shall remain in force and effect.
- D. The venue of any litigation involving this Agreement shall be in a court of competent jurisdiction sitting in Denton County, Texas.

SECTION 8. APPROPRIATIONS.

The Town has appropriated, set aside and encumbered, and does hereby appropriate, set aside, and encumber available and unappropriated funds of the Town in an amount sufficient to fund and pay all financial obligations of the Town pursuant to this Agreement.

IN WITNESS WHEREOF, the Mayor as duly authorized by the Town Council and on behalf of the Town of Hickory Creek, has signed and executed this Agreement, and Judge has signed and executed this Agreement, both in duplicate, the day and year first above written.

TOWN OF HICKORY CREEK

Lynn C. Clark, Mayor

Soheyla Zadegan Dixon, Presiding Judge

ATTEST:

Kristi K. Rogers, Town Secretary

APPROVED AS TO LEGAL FORM:

Matthew C.G. Boyle, Town Attorney

STATE OF TEXAS §

COUNTY OF DENTON §

AGREEMENT

This Agreement ("Agreement"), is made and entered into effective September 30, 2026 (the "Effective Date") by and between the Town of Hickory Creek, Texas, a Texas municipal corporation, hereinafter called "Town" and Robin A. Ramsay , hereinafter called "Judge" both of whom agree as follows:

WHEREAS, Town desires to retain the services of said Judge as Associate Judge of Municipal Court of Record No. 1 of the Town of Hickory Creek; and

WHEREAS, Judge desires to accept appointment as Associate Judge of Hickory Creek Municipal Court of Record No. 1; and

WHEREAS, the parties acknowledge that Judge is a member of the State Bar of Texas ("State Bar") and that Judge is subject to the Code of Professional Responsibility of the State Bar and shall comply with all conditions and restrictions as set forth for municipal judges under all applicable ordinances, statutes, other law, and as required under the Texas Code of Judicial Conduct;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

SECTION 1. DUTIES.

Town hereby engages the services of Judge as Associate Judge of the Municipal Court of Record No. 1 of said Town to perform the functions and duties specified by the Code of Judicial Conduct, the Hickory Creek Code of Ordinances, Chapter 30 of the Texas Government Code, the laws of the State of Texas, and all other applicable laws, and to perform other legally permissible and proper duties and functions as Town shall from time to time assign. Such duties include court sessions, in-house training, office hours, and other services of the Municipal Court Judge for the Town of Hickory Creek.

SECTION 2. TERM.

- A. Judge shall be appointed commencing on the Effective Date and ending at the expiration of the current Mayor's current term. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Town to terminate the services of Judge at any time, subject only to the provisions set forth in this Agreement, or other applicable law.
- B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Associate Judge to resign at any time from his position with the Town, subject only to the provision set forth in this Agreement, or other applicable law.

- C. Judge agrees not to accept other employment nor to become employed by any other employer that would create a conflict of interest with the provision of her services as Associate Judge to the Town of Hickory Creek until this Agreement is terminated by either party as provided herein.

SECTION 3. SEPARATION.

- A. In the event Judge voluntarily resigns her position with Town before expiration of the aforesaid term of his employment, then Judge shall give Town 30 days' notice in advance, unless the parties otherwise agree.
- B. Judge shall not be entitled to any separation benefits.

SECTION 4. COMPENSATION.

- A. The Town shall compensate Judge as follows: a monthly fee in the amount of \$150.00 for services rendered in his capacity as Associate Judge. All compensation earned for services performed within any calendar month shall become due and payable on or before the fifteenth (15th) day of the immediately succeeding month.
- B. Judge shall not be entitled to any employee benefits including but not limited to vacation leave, sick leave, retirement and pension system contribution, holidays, health insurance, long-term disability insurance, or retirement under the Texas Municipal Retirement System. Judge is a contractor, and not an employee of the Town.

SECTION 5. PERFORMANCE EVALUATION.

- A. The Council shall review and evaluate the performance of the Judge at least once annually.
- B. The Council and Judge shall define annually such goals and performance objectives which they determine necessary for the proper operation of the Town of Hickory Creek Municipal Court, and in the attainment of the Council's policy objectives and shall further establish a relative priority among those various goals and objectives.
- C. In effecting the provision of this Section, the Council and Judge mutually agree to abide by the provisions of applicable law. Nothing herein shall be construed to grant the Town the right to involuntarily remove Judge by any method other than pursuant to Texas Government Code § 30.000085, as amended.

SECTION 6. BONDING.

Town shall bear the full cost of any fidelity or other bonds that may be required of the Associate Judge under any law or ordinance requiring the same to be paid as a condition of the performance of an obligation or pursuant to duty in connection with Judge's performance of her duties as Associate Judge of the Town of Hickory Creek.

SECTION 7. GENERAL PROVISIONS.

- A. The text herein shall constitute the entire agreement between the parties.
- B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Judge.
- C. If any provision, or any portion, thereof, contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed several, shall not be affected and shall remain in force and effect.
- D. The venue of any litigation involving this Agreement shall be in a court of competent jurisdiction sitting in Denton County, Texas.

SECTION 8. APPROPRIATIONS.

The Town has appropriated, set aside and encumbered, and does hereby appropriate, set aside, and encumber available and unappropriated funds of the Town in an amount sufficient to fund and pay all financial obligations of the Town pursuant to this Agreement.

IN WITNESS WHEREOF, the Mayor as duly authorized by the Town Council and on behalf of the Town of Hickory Creek, has signed and executed this Agreement, and Judge has signed and executed this Agreement, both in duplicate, the day and year first above written.

TOWN OF HICKORY CREEK

Lynn C. Clark, Mayor

Robin A. Ramsay, Associate Judge

ATTEST:

Kristi K. Rogers, Town Secretary

APPROVED AS TO LEGAL FORM:

Matthew C.G. Boyle, Town Attorney

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement ("Agreement") is entered into by Town of Hickory Creek, Texas, hereinafter referred to as the "Town", and Manetheren Industries, a Texas Individual/Sole Proprietor hereinafter referred to as the "Contractor".

WHEREAS, The Town desires to engage the services of Contractor for the purposes set forth herein, as independent contractor and not as an employee.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein made and the benefits flowing to the parties hereto, the Town and the Contractor, do hereby contract and agree as follows:

A. DUTIES AND OBLIGATIONS OF CONTRACTOR.

Assignments will be made on a project-by-project basis from the Town. Contractor will work independently to complete such assignments.

Contractor will provide unlimited onsite support: Ventek pay station maintenance and support at Town Corp. of Engineer Park. Contractor's point of contact with the Town shall be John Smith, or his designee.

B. ADDITIONAL TERMS OF AGREEMENT

1. This Agreement shall commence on September 10, 2026, and shall expire on September 10, 2027, unless terminated sooner, as provided herein. This Agreement may be continued for up to 5 additional 1 year terms on terms and conditions mutually agreeable to the parties.
2. This Agreement may be terminated by the Town or Contractor, with or without cause, by giving at least thirty (30) days written notice to the other party. Notwithstanding the above, the Town may terminate this Agreement immediately and without notice upon the happening of any of the following:
 - (a.) The conviction of Contractor of any felony, or of any misdemeanor; or
 - (b.) The failure of Contractor to diligently or properly perform Contractor's duties under this Agreement.
3. Payment to the Contractor shall be as follows:

The Town shall pay Contractor a yearly amount of \$3,264.54.

4. The Contractor shall notify the Town of any anticipated absences.
5. Contractor shall not use alcoholic beverages, controlled substances, or any illegal substances while performing the duties under this Agreement.
6. Renewal: This Contract shall automatically renew for a successive term unless either party provides written notice of its intent not to renew at least thirty (30) days prior to the expiration of the then-current term.

C. STATUS OF CONTRACTOR

1. It is the intention of the parties that Contractor shall be an independent contractor and not an employee of the Town for all purposes, including but not limited to, the application of the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Act, provisions of the Internal Revenue Code. Town will not pay for or provide Workers Compensation Insurance on Contractor. Contractor shall coordinate scheduled task with the Town. Contractor will be required to pay federal self-employment taxes upon amounts received under this Agreement.
2. **INDEMNIFICATION: CONTRACTOR SHALL INDEMNIFY THE TOWN, ITS ELECTED OFFICIALS, OFFICERS, EMPLOYEES, ATTORNEYS AND AGENTS AGAINST, AND HOLD HARMLESS FROM, ANY AND ALL LIABILITY, SUITS CLAIMS, ACTIONS, CAUSES OF ACTION COSTS, EXPENSES OR FEES (INCLUDING REASONABLE ATTORNEY'S FEES), INCLUDING BUT NOT LIMITED TO ANY INJURY TO OR THE DEATH OF ANY PERSON, DAMAGE TO, OR DESTRUCTION OF ANY PROPERTY RESULTING FROM OR BASED UPON, IN WHOLE OR IN PART, ANY ACT OR OMISSION OF CONTRACTOR, HIS OR HER AGENTS/EMPLOYEES, UNDER THIS AGREEMENT. THE PROVISION OF THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**
3. Assignment: Contractor shall not assign any of its rights and obligations pursuant to this Agreement, without the express written consent of the Town.
4. Town Ordinances: This Agreement is subject to all Town Ordinances, rules and regulations presently in force and any Ordinances, rules and regulations passed or implemented by the Town during the term of this Agreement.

D. OTHER PROVISIONS:

1. The Contractor has paid all of his/her own license fees, certification fees, certification fees, and/or membership dues, if any.
2. The Contractor shall pay all of his/her own automobile and transportation expenses without receiving any reimbursement from the Town.
3. Contractor agrees that he/she is not required to maintain any specific schedule. Rather, the Contractor shall perform all obligations pursuant to this Agreement.
4. Contractor shall receive no health or death benefits, or accrue sick or vacation leave, or any other benefits except as contained in this Agreement.
5. All notices under this Agreement shall be in writing and be sent by regular or certified mail, courier service, facsimile, or hand-delivery, addressed as follows:

To the Town:
John M. Smith, Town Manager
Town of Hickory Creek
1075 Ronald Reagan Avenue
Hickory Creek, Texas 75065

With a copy of:
Matthew Boyle, Town Attorney
4201 Wingren, Suite 108
Irving, Texas 75062

To the Contractor:
Frederick R. Calvert, Owner
Manetheren Industries
83 Robins Nest Drive
Hickory Creek, Texas 75065

6. This Agreement represents the full and complete agreement between the parties and supersedes any and all prior written or verbal agreements. This Agreement may not be amended without the express written consent of both the Town and Contractor.
7. This Agreement shall become effective only after it is executed by both the Town and Contractor.

AGREED to on this _____ day of September, 2026.

Frederic R. Calvert, Owner
Manetheren Industries

John Smith, Town Manager
Town of Hickory Creek

**TOWN OF HICKORY CREEK
ORDINANCE NO. 2026-09-_____**

**ACCEPTING THE 2026 AD VALOREM TAX ROLL AND
APPROVING THE 2026 AD VALOREM TAX RATE AND LEVY**

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS, ACCEPTING THE 2026 CERTIFIED TAX ROLL FOR THE TOWN OF HICKORY CREEK; APPROVING THE 2026 AD VALOREM TAX RATE AND LEVYING \$0.213303 ON EACH ONE HUNDRED DOLLARS OF ASSESSED VALUATION OF ALL TAXABLE PROPERTY WITHIN THE CORPORATE LIMITS OF THE TOWN FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2026 AND ENDING SEPTEMBER 30, 2027; THIS TAX RATE WILL NOT RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE; PROVIDING FOR A DUE DATE AND DELINQUENCY DATE; PROVIDING FOR THE COLLECTION AND USE OF PENALTY AND INTEREST ON DELINQUENT TAXES; DIRECTING THE TAX ASSESSOR/COLLECTOR TO ASSESS AND COLLECT AD VALOREM PROPERTY TAXES; PROVIDING CUMULATIVE REPEALER CLAUSE; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Hickory Creek is a Type A General Law Municipality located in Denton County, Texas created in accordance with the provisions of the Texas Local Government Code and operating pursuant to the enabling legislation of the State of Texas; and

WHEREAS, the Town Council of the Town of Hickory Creek has received and reviewed the 2026 certified property tax rolls submitted by the Denton Central Appraisal District; and

WHEREAS, the no-new-revenue tax rate and voter-approval tax rate have been duly calculated and published in the town's official newspaper as prescribed by Chapter 26, Section 26.04 of the Tax Code and in accordance with the rules and regulations of the Texas State Property Tax Board; and

WHEREAS, the Town Council has adopted the Budget for the 2026-2027 fiscal year in accordance with Chapter 102 of the Local Government Code; and

WHEREAS, a budget appropriating revenue generated by the collection of ad valorem taxes for the use and support of the municipal government of the Town of Hickory Creek has been approved and adopted by the Town of Hickory Creek Council as required by Title Four (4), Section 102.009 of the Local Government Code and Chapter 26 of the Tax Code; and

WHEREAS, all prerequisites for the adoption of this Ordinance have been met, including, but not limited to, the open meetings act (Chapter 551 Texas Government Code) and the Tax Code; and

WHEREAS, the Town Council deems the adoption of this Ordinance to be in the best interests of the health, safety, and welfare of the public.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS:

SECTION 1

That all matters stated hereinabove are found to be true and correct and are incorporated herein by reference as if copied in their entirety.

SECTION 2 **APPROVING THE TAX RATE AND LEVY**

That the Town Council accepts the 2026 certified appraisal roll as submitted by the Denton County Chief Appraiser, together with any supplements or corrections made in accordance with the law. The Town's 2026-2027 tax roll shall be prepared in accordance with this Ordinance. That there be and is hereby levied for the fiscal year 2026 on all taxable property, real personal and mixed, situated within the town limits of the Town of Hickory Creek, Texas, and not exempt by the Constitution of the State and valid State laws, a tax of \$0.213303 on each One Hundred Dollars (\$100.00) assessed value of taxable property, and shall be apportioned and distributed as follows:

(a) For the purpose of defraying current expenses of the municipal government of the town, a tax of \$0.147515 on each One Hundred Dollars (\$100.00) assessed value of taxable property.

(b) For the purpose of creating a sinking fund to pay the interest and principal on all outstanding bonds of the town not otherwise provided for, a tax of \$0.065788 on each One-Hundred Dollars (\$100.00) assessed value of taxable property which shall be applied to the payment of such interest and maturities of all outstanding bonds.

SECTION 3 **DUE DATE AND DELINQUENCY DATE**

All ad valorem taxes shall become due and payable on October 1, 2026, and all ad valorem taxes for the year shall become delinquent after January 31, 2027. There shall be no discount for payment of taxes prior to January 31, 2027. A delinquent tax shall incur all penalty and interest authorized by law, to wit: a penalty of six percent (6%) of the amount of the tax for the first calendar month it is delinquent plus one percent (1%) for each additional month or portion of a month the tax remains unpaid prior to July 1 of the year in which it becomes delinquent.

Provided, however, a tax delinquent on July 1 incurs a total penalty of twelve percent (12%) of the amount of the delinquent tax without regard to the number of months the tax has been delinquent. A delinquent tax shall also accrue interest at a rate of one percent (1%) for each month or portion of a month the tax remains unpaid. Taxes that remain delinquent on July 1, 2027, incur an additional penalty of fifteen percent (15%) of the amount of taxes, penalty, and interest due; such additional penalty is to defray costs of collection due to contract with the Town Attorney pursuant to Section 6.30 of the Property Tax Code.

SECTION 4 **DIRECTION TO THE TAX ASSESSOR/COLLECTOR**

The Town of Hickory Creek has entered into an interlocal cooperative agreement with Denton County which designates Denton County as the tax assessor/collector for The Town of Hickory Creek and is hereby directed to assess and collect, for the fiscal year 2026-2027, the rates and amounts herein levied, when such taxes are collected, to distribute such collections in accordance with this ordinance and the provisions stated in the interlocal cooperative agreement.

SECTION 5
PENALTY AND INTEREST

All taxes shall become a lien upon the property against which assessed and the Town tax assessor/collector for the Town of Hickory Creek, Texas shall, by virtue of the tax rolls, fix and establish a lien by levying upon such property, whether real or personal, for the payment of said taxes, penalty and interest, and the penalty and interest collected from such delinquent taxes shall be appropriated for the general fund of the Town of Hickory Creek, Texas. All delinquent ad valorem taxes and related penalties and interest for the tax years prior to 2026 which are collected during the fiscal year 2026-2027 shall be allocated to the general fund for maintenance and operation of the Town of Hickory Creek, Texas.

SECTION 6
CUMULATIVE REPEALER

This Ordinance shall be cumulative of all provisions of ordinances of the Town of Hickory Creeks Texas except where the provision of this ordinance are in direct conflict with the provisions of such ordinances, in which even the conflicting provisions of such ordinances are hereby repealed.

SECTION 7
SEVERABILITY

That if any section, subsection paragraph, clause, phrase or provision of this ordinance shall be adjudged invalid or held unconstitutional, the same shall not affect the validity of this ordinance as a whole or any part of provision thereof, other than the part so decided to be invalid or unconstitutional.

SECTION 8
ENGROSSMENT AND ENROLLMENT

The Town Secretary of the Town of Hickory Creek is hereby directed to engross and enroll this ordinance by copying the caption, publication clause, penalty clause, and effective date clause in the minutes of the Town Council of the Town of Hickory Creek and by filing this Ordinance in the ordinance records of the Town.

SECTION 9
PUBLICATION CLAUSE

The Town Secretary of the Town of Hickory Creek, Texas is hereby directed to publish in the official newspaper of the Town of Hickory Creek, the caption and Effective Date clause of this Ordinance for two (2) days as required by Section 52.011 of the Texas Local Government Code.

SECTION 10
EFFECTIVE DATE

This ordinance shall be in full force and effect from the date after its date of passage and publication in the official newspaper.

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the Town Council of the Town of Hickory Creek, Texas,
this the 10th day of September, 2026.

Lynn C. Clark, Mayor
Town of Hickory Creek, Texas

ATTEST:

Kristi Rogers, Town Secretary
Town of Hickory Creek, Texas

Councilmember Gibbons	_____	Aye	_____	Nay	_____	Absent
Councilmember Wohr	_____	Aye	_____	Nay	_____	Absent
Councilmember Gordon	_____	Aye	_____	Nay	_____	Absent
Mayor Pro Tem Kenney	_____	Aye	_____	Nay	_____	Absent
Councilmember Theodore	_____	Aye	_____	Nay	_____	Absent

APPROVED AS TO FORM:

Matthew C.G. Boyle, Town Attorney
Town of Hickory Creek, Texas

**TOWN OF HICKORY CREEK
ORDINANCE NO. 2026-09-_____**

AN ORDINANCE OF THE TOWN OF HICKORY CREEK, DENTON COUNTY, TEXAS; AMENDING CHAPTER 8 OF THE CODE OF ORDINANCES THROUGH THE ADDITION OF NEW SECTION 8.12, REGULATING THE TAKEOFF, LANDING AND OTHER ACTIONS BY AIRCRAFT WITHIN THE TOWN; REQUIRING AUTHORIZATION FOR LIMITED PURPOSES AND TIME; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

WHEREAS, the Town of Hickory Creek is a Type A General Law Municipality located in Denton County, Texas created in accordance with the provisions of the Texas Local Government Code and operating pursuant to the enabling legislation of the State of Texas; and

WHEREAS, the Town of Hickory Creek Town Council has determined that it is necessary to regulate the operation of helicopters within the Town of Hickory Creek as set forth below; and

WHEREAS, all legal prerequisites for the adoption of this Ordinance have been met, including but not limited to Chapter 551 of the Texas Government Code; and

WHEREAS, the Town Council has determined that the adoption of this Ordinance is in the best interests of the health, safety, and welfare of the public.

NOW THEREFORE BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS:

**SECTION 1
INCORPORATION OF PREMISES**

The above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

**SECTION 2
FINDINGS**

After due deliberations the Town Council has concluded that the above premises are true and correct, are incorporated into the body of this ordinance as if copied in their entirety, and that adoption of this Ordinance is in the best interest of the Town of Hickory Creek, Texas, and of the public health, safety and welfare.

**SECTION 3
AMENDMENTS**

That the Town of Hickory Creek Code of Ordinances, Chapter 8, Offenses and Nuisances shall be amended through the addition of a new Article 8.12, Helicopters, to read as follows:

Article 8.12.001. – Definitions.

The following words, terms and phrases when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Aircraft means any person-carrying structure for navigation of the air, designed to be supported either by the buoyancy of the structure or by the dynamic action of the air against its surfaces, including but not limited to airplanes, propeller-driven and jets, helicopters or lighter-than-air craft, such as balloons, dirigibles, and ultralights.

Heliport means an area of land or water or a structural surface which is used, or intended for use, for the landing and takeoff of helicopters, and any appurtenant areas which are used, or intended for use, for heliport buildings and other heliport facilities.

Helistop means the same as a heliport, except that no refueling, maintenance, repairs, or storage of helicopters is permitted.

Repetitive means a regular and continual schedule and basis.

8.12.002. – Applicability.

The Provisions of this Article shall not apply to the operation, take off, or landing of helicopters in use by government or law enforcement agencies or a licensed air medical services helicopter may land as needed to accomplish the governmental, law enforcement medical service purpose. Any helicopter used for governmental; law enforcement or emergency medical services may land where necessary in order to accomplish its purpose but shall comply with lawful directions of town officials not inconsistent with the helicopter's purpose.

8.12.003. – Release of Materials, Use of Loudspeaker for Advertising.

It shall be unlawful for any person to release or throw any object, advertising materials, or any solid or liquid material from any flying aircraft in such a manner that such material will fall within the Town, except when such action is necessary in emergency circumstances, or where Town Council has granted a special permit for such action.

It shall be unlawful to use a loudspeaker or other sound or noisemaking device in an aircraft of any type for the use of advertising.

8.12.004. – Takeoff and Landing of Helicopters.

It shall be unlawful to takeoff or land any helicopter on a repetitive basis at any place other than an approved heliport or helistop approved by the Town Council in compliance with the Zoning Ordinance, building code, and regulations of the United States Federal Aviation Administration except under the conditions and terms set out in Section 8.12.005

8.12.005 – Authorization for Limited Purposes; Time.

(a) On special and limited occasions, the Town Manager, or his authorized representative, may issue a permit to operate, land and take-off a helicopter at a location that is not an approved heliport or helistop. An applicant seeking such a permit shall submit a completed application to the Town Manager or his authorized representative on a form provided by the Town, which shall, at a minimum, include the following information and documents:

- (1) A complete air worthiness certificate issued by the Federal Aviation Administration of the United States;
- (2) The location of any takeoff and landing;
- (3) The general flight path;
- (4) All safety measures to be used;
- (5) Type of Helicopter;
- (6) Date and time of operation;
- (7) Purpose of operation;
- (8) Name and contact information of the pilot;
- (9) Certify that pilot is a licensed pilot operating under a license issued by the Federal Aviation Administration of the United States.
- (10) Furnish a certificate of insurance evidencing insurance coverage that meets all applicable federal and state requirements for the operation of a helicopter.
- (11) A "hold harmless agreement" indemnifying and releasing the city from any damages, injuries or causes of action that could arise from the operation of the helicopter that would constitute a "taking or damaging" under the state or federal constitution, a nuisance, either public or private, a trespass or as a result of an act of negligence or from any other cause of action.

(b) Any violation of any provision of this section shall operate to immediately invalidate a permit issued hereunder.

8.12.006. – Rating Aircraft, Conformity with Federal Regulation

No person shall navigate any helicopter over, land upon or fly such helicopter from, or service, maintain, or repair any helicopter or conduct any helicopter operations on or from a heliport or helistop within the Town limits, otherwise than in conformity with the requirements of the federal air regulations as established by the Federal Aviation Administration. No helicopter which has not been rated or licenses by the Federal Aviation Administration shall be flown from, taken off from, or landed upon any heliport or helistop in the Town.

8.12.007. – Additional Requirements.

No heliport or helistop shall be constructed, operated or maintained unless such heliport or helistop has been approved by the Town Council pursuant to the applicable regulations within the Code of Ordinances, and State, and Federal law and regulation. All persons desiring to construct such heliport or helistop must furnish certificates, affidavits, or letters from the Federal Aviation Administration, that the proposed heliport or helistop meets all the requirements of said agency. Additionally, any person desiring to construct a heliport or helistop shall furnish the Town with certificates of insurance which fully protect the general public and the Town from associated damages, and shall furnish and sign a hold harmless agreement indemnifying and releasing the Town from any associated damages, injuries or causes of action.

It shall be unlawful for any person to operate any heliport or helistop without the above. Additionally, it shall be unlawful for any person to operate a heliport or helistop in a manner that would create a public or private nuisance due to noise, odor, soot, dirt, dust, gas, or vibration.

SECTION 4 **CUMULATIVE REPEALER**

This Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances, or parts thereof, in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance.

SECTION 5 **SAVINGS**

All rights and remedies of the Town of Hickory Creek, Texas are expressly saved as to any and all violations of the provisions of the Town's Code of Ordinances or of any other ordinance regarding restrictions on sex offenders, which have been secured at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, whether pending in court or not, under such ordinances same shall not be affected by this Ordinance but may be prosecuted until final disposition by the court.

SECTION 6 **SEVERABILITY**

The provisions of this Ordinance are severable. However, in the event this Ordinance or any procedure provided in this Ordinance becomes unlawful, or is declared or determined by a judicial, administrative or legislative authority exercising its jurisdiction to be excessive, unenforceable, void, illegal or otherwise inapplicable, in whole or in part, the remaining and lawful provisions shall be of full force and effect and the Town shall promptly promulgate new revised provisions in compliance with the authority's decision or enactment.

SECTION 7 **PENALTY**

It shall be unlawful for any person to violate any provision of this Ordinance shall be charged with a Class C misdemeanor, and any person violating or failing to comply with any provision of this Ordinance shall be fined, upon conviction, an amount not to exceed two thousand dollars (\$2,000.00) and a separate offense shall be deemed committed upon each day during or on which a violation occurs and continues.

SECTION 8 **PUBLICATION**

The Town Secretary of the Town of Hickory Creed is directed to publish in the official newspaper of the Town, the caption, penalty clause, and effective date of this Ordinance as required by law.

SECTION 9
ENGROSSMENT AND ENROLLMENT

The Town Secretary is hereby directed to engross and enroll this Ordinance by copying the exact Caption and Effective Date clause in the minutes of the Town Council and by filing this Ordinance in the Ordinance records of the Town.

SECTION 10
EFFECTIVE DATE

This Ordinance shall become effective from and after its date of passage in accordance with law.

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the Town Council of the Town of Hickory Creek, Texas, this the 10th day of September, 2026.

Lynn C. Clark, Mayor
Town of Hickory Creek, Texas

ATTEST:

Kristi Rogers, Town Secretary
Town of Hickory Creek, Texas

APPROVED AS TO FORM:

Matthew C.G. Boyle, Town Attorney
Town of Hickory Creek, Texas