



NOTICE OF MEETING OF THE GOVERNING BODY OF THE CITY OF BURNET

2402 S. Water Street (Hwy 281 South, Burnet Municipal Airport) Burnet, TX

Monday, July 21, 2025 at 11:30 AM

Notice is hereby given that a **City Council Joint Workshop w/ Planning & Zoning Commission** will be held by the governing body of the City of Burnet on **Monday, July 21, 2025** at 11:30 AM in the City of Burnet Council Chambers located at 2402 S. Water Street (Hwy 281 South, Burnet Municipal Airport) Burnet, TX.

This notice is posted pursuant to the Texas Government Code, Chapter §551-Open Meetings.

The following subjects will be discussed, to wit:

1. CALL TO ORDER:

2. CONSIDERATION ITEMS:

1. Discuss and consider: Report on water availability for future undeveloped property within the City of Burnet
2. Discuss and consider action: Authorize emergency procurement of Substantial Damage Estimation services related to FEMA Disaster Declaration DR-4879 and approve an Agreement with Streamline Engineering

3. ADJOURN:

Dated this 14th day of July 2025

CITY OF BURNET

GARY WIDEMAN, MAYOR

I, the undersigned authority, do hereby certify that the above NOTICE OF MEETING of the governing body of the above named City, BURNET, is a true and correct copy of said NOTICE and that I posted a true and correct copy of said NOTICE on the bulletin board, in the City Hall of said City, BURNET, TEXAS, a place convenient and readily accessible to the general public at all times, and said NOTICE was posted on July 14, 2025 at or before 6 o'clock p.m. and remained posted continuously for at least 72 hours preceding the scheduled time of said Meeting.

Maria Gonzales, City Secretary

NOTICE OF ASSISTANCE AT THE PUBLIC MEETINGS:

The City of Burnet Council Chambers is wheelchair accessible. Persons with disabilities who plan to attend this meeting and who may need auxiliary aids or services, such as interpreters for persons who are deaf or hearing impaired, readers, or large print, are requested to contact the City Secretary's office (512.756.6093) at least two

working days prior to the meeting. Requests for information may be emailed to the City Secretary at citysecretary@cityofburnet.com.

RIGHT TO ENTER INTO EXECUTIVE SESSION:

The City Council for the City of Burnet 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 Texas Government Code Sections 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices) and 551.087 (Economic Development).



City Council Regular Meeting

**LUE = Living
Unit Equivalent**
(Typical Home)

WATER AVAILABILITY UPDATE

CITY WATER SUPPLY:

- **Surface Water: Inks Lake Water Plant**
 - 2.77 Million Gallons Per Day Rated Capacity

- **Ground Water Wells**

921 Acre Feet Historical Use Permit can be drawn from these City Owned wells:

- 2 Cheatham Wells, 3 Main St Wells
- 2 Soccer Field Wells
- Hamilton Creek Well & Valley Well
- 3 Old Dog Pound Wells
- Airport Well (behind CAF)





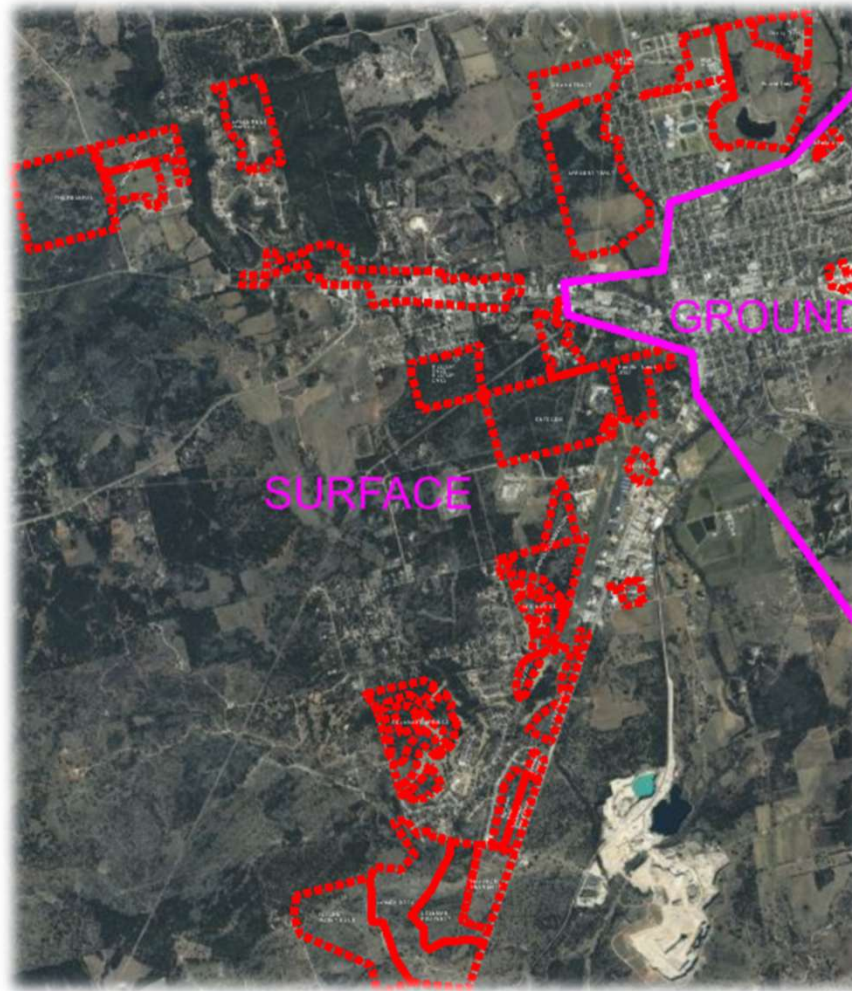
FUTURE

2,894 Acres

6,356 Surface LUE's

1,013 Ground LUE's

Undeveloped Property on Lake Water



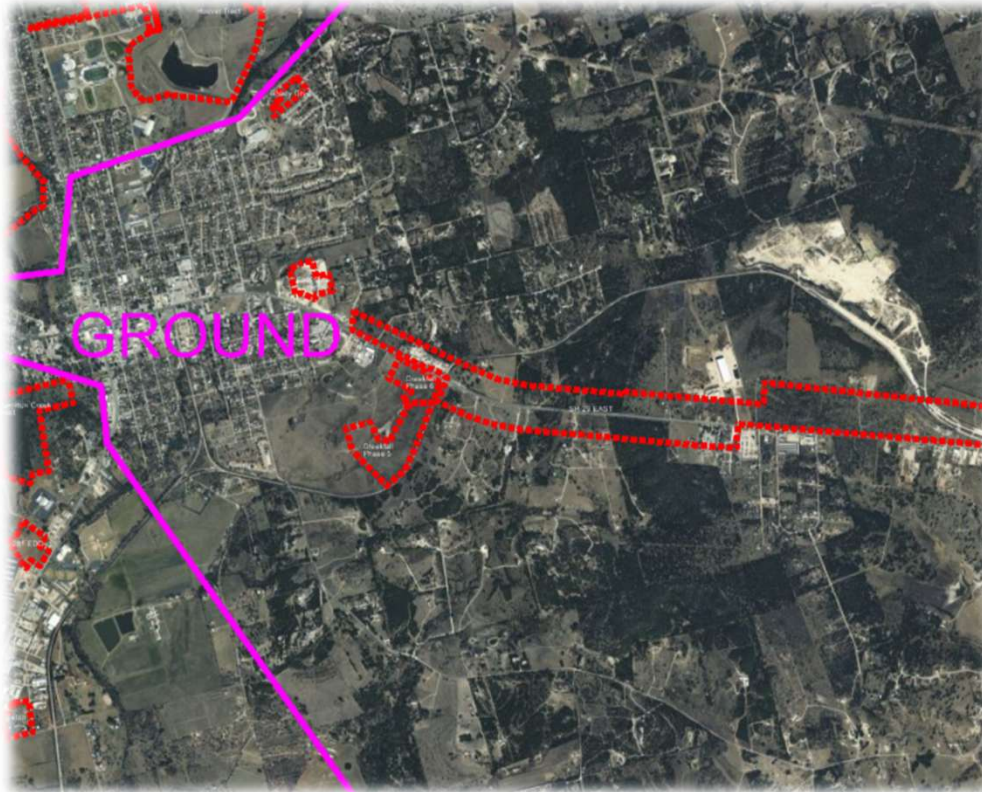
- 95% of Future Water Needs are In Areas Served By Surface Water
- Groundwater (1470 Pressure Plane)
- Surface Water (1570 Pressure Plane)
- The City can move water between the two Pressure Planes
- *R1: 3 Lots per Acre*
- *R3: 20 Units per Acre*
- *Commercial: 2 LUE/Acre*
- *Airport: 0.5 LUE per Acre*





FUTURE
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6,356 Surface LUE's
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Surface vs.
Groundwater
Approx. 50/50

Surface Usage is
Greater During
Jul-Oct

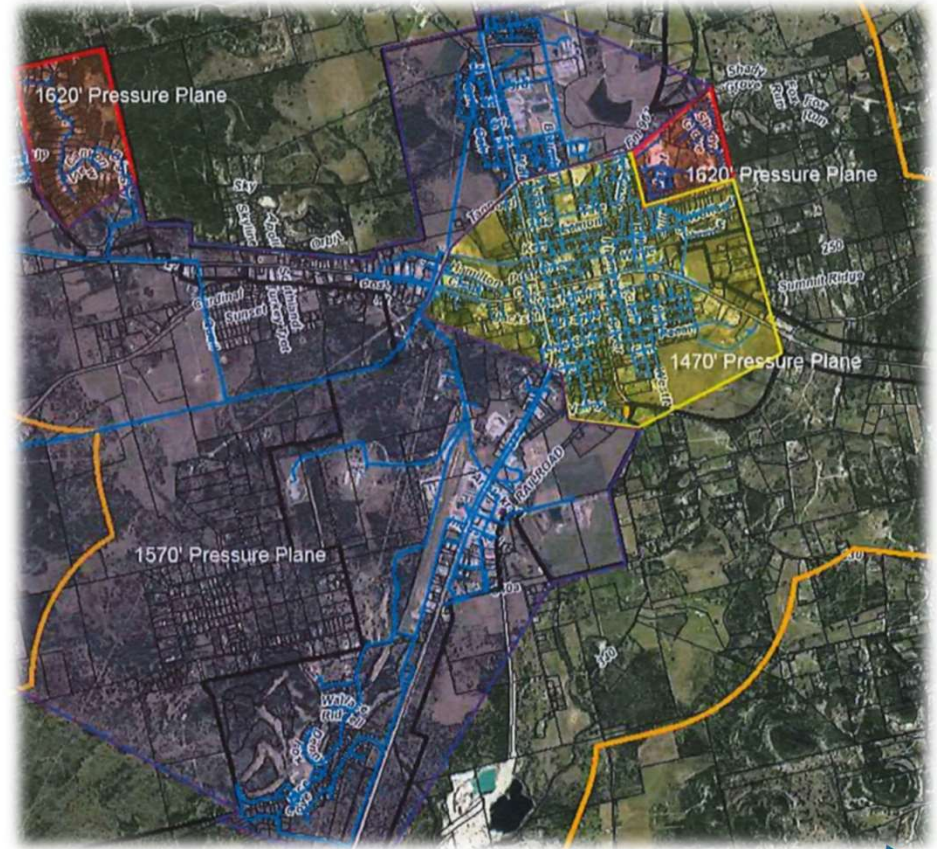
Ground Water Usage
is Greater During
Nov-June

Water Contract Availability

Currently in use
approx. 4,600 LUE's
in the City.

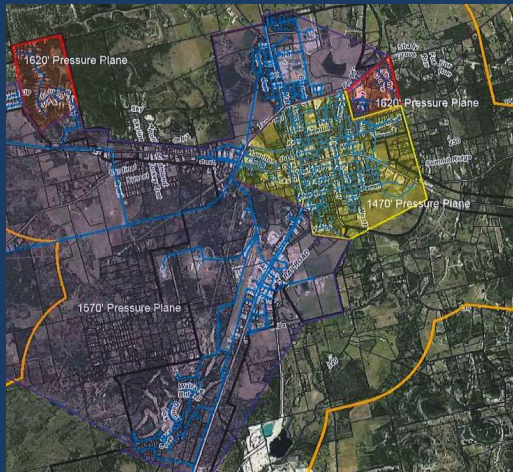
Available Capacity:
3,028 LUE's

City Average is
approx. 1.6 LUE's
per Connection (Some
calculations are converted
"Connections" to LUEs)





Lake vs. Ground Water

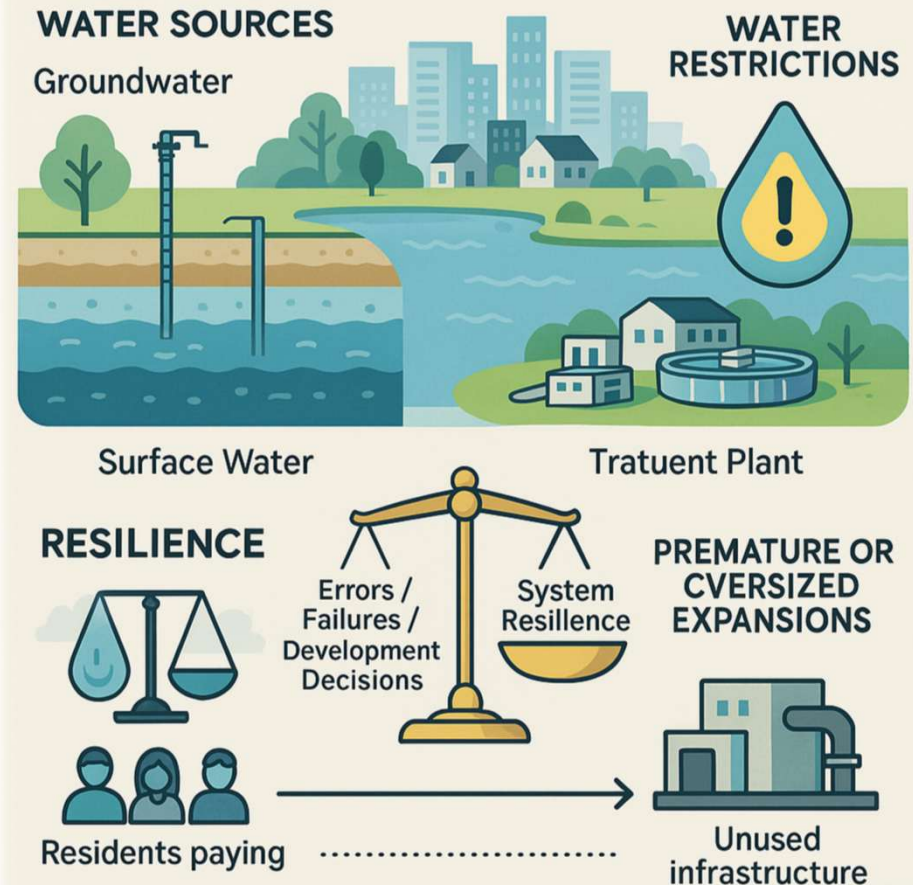


Overall, the City's water system is in excellent condition. The City has the flexibility to supply water from both groundwater and surface water sources, with some limitations during periods of restriction.

That said, mistakes, system failures, or short-sighted development decisions could undermine this resiliency.

System expansions and upgrades should be implemented as needed. Premature or oversized expansions risk burdening current residents with the costs of unused capacity until future development catches up.

Moving Water Between Planes





Various Approaches

WATER AVAILABILITY APPROACH

Water Contracts

Plant Treatment Capacity

Pump Station & Water Storage Capacity

Distribution Capacity (Not Part of Current Analysis)

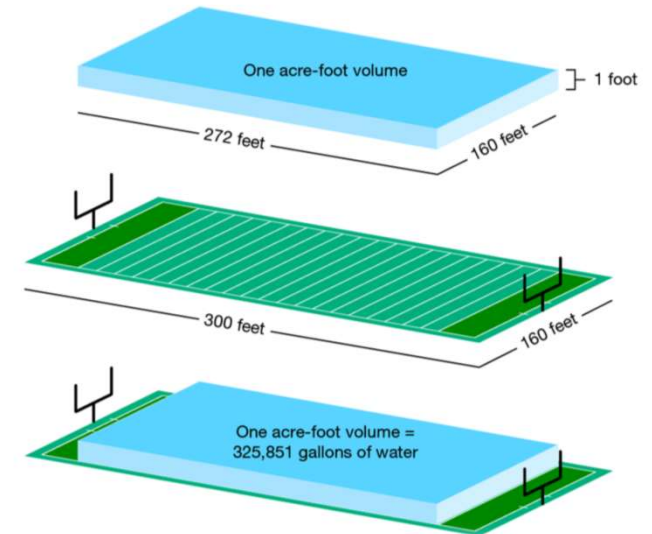




1 Acre Foot =
325,851 gallons

WATER CONTRACTS

- Groundwater Historical use permit (921 Ac-Ft per year)
 - Use Avg 660 Ac-Ft/Yr
 - Or 215 Million Gal/Yr
- LCRA Contract 4,100 Ac-Ft /year
 - Contract created in 1986 on a 50-yr term
 - Expires in Jan 1, 2035
 - Use 659 Ac-Ft/Yr or 215 Million Gal
- Usage and Availability
 - Lake Water Use 659 Ac. Ft or 16% of Contracted Amount
 - Ground Water Use 660 Ac. Ft or 72% of Historical Use Permit





Burnet Yr. Avg.
207 Gallons per LUE per
Day

Compared to:
Ultimate Future Build-
out
7,369 LUE's

Current:
4,600 LUE's

Water Contract Availability

Raw Water Usage & Supplies			
Location	Water Currently Used Ac-Ft	Available Water Ac-Ft	Additional Available LUEs
Inks WTP Capacity:	659	3,441	14,840
Groundwater Wells	660	261	1,125
TOTAL	1,319 Ac-Ft	3,702 Ac-Ft	15,965 LUE

Valley St. Well initial production may be limited by Historical Use Permit. The City has 921 Ac-Ft under contract overall. This capacity will be shared between Valley St and Cheatham Wells.





Historical Use Permit:
921 Ac-Ft

South Side: 704 Acres
H/N Park: 66 Acres
Adl. 3,320 LUE's

Lake vs. Ground Water

CTGWD (Water District) is currently not in favor of allowing both Historical Use and Property Water Rights to be held concurrently. However, this policy may be subject to change in future discussions or regulatory updates.

As a general guideline, the district permits 1 acre-foot of water per acre of owned property (Except Historical Use Permit).





Compared to:
Ultimate Future Build-
out
7,369 LUE's

Current:
4,600 LUE's

Plant Treatment Capacity

PLANT CAPACITY AS DESIGNED			
Plant	Design Treatment	Peak Usage	Available
*Inks Lake	2.77 MGD	1.57 MGD	3,398 LUEs
Groundwater Wells	1.2 MGD	0.7 MGD	1,080 LUEs
TOTAL		1.9 MGD	4,478 LUEs

CURRENTLY OPERATED PARAMETERS			
Plant	Current Treatment	Peak Usage	Available
*Inks Lake	2.1 MGD	1.2 MGD	1,948 LUEs
Groundwater Wells	1.2 MGD	0.7 MGD	1,080 LUEs
TOTAL		1.9 MGD	3,028 LUEs

*To get near 2.77 MGD, filter, piping, (and pumps), and some operational changes are needed.

- Assumes both ground and surface are operational
- Peak Day 462 Gallons per LUE per Day
- Average Day 207 Gallons per LUE per Day





**Compared to:
Ultimate Future Build-
out
7,369 LUE's**

**Current:
4,600 LUE's**

Water Storage Capacity (Connections)

Tank Storage	Water Stored	*Connections Used	Storage Used	**Additional Available
Surface Water	2 MG	1,500 Conn.	0.3 MG	8,500 LUE's
Ground Water	1.2 MG	1,500 Conn.	0.3 MG	4,500 LUE's
TOTAL AVAILABLE CONNECITONS				13,000 LUE's

Compare 13,000 Water Storage Available LUE's to 7,369 Ultimate build-out LUE's

*Although 1 connection does not equal 1 LUE, this is equivalent only in residential, but not in commercial applications.

** This only looks at an overall system wide. Individual neighborhood storage capacity is different and is analyzed through a separate model.

- TCEQ requires 200 gal/connection, although there is somewhat of a difference; for consistency purposes, this analysis uses LUEs instead
- City has approx. 2,900 connections





**Compared to:
Ultimate Future Build-
out
7,369 LUE's**

**Current:
4,600 LUE's**

Pump Station Capacity

Tank Storage	Pumps Installed	Rated Capacity	Capacity Used	Capacity Available	Additional Available
Inks Raw Intake	2 Raw	2K GPMx1	870 GPM	1,130 GPM	3,013 LUE
Inks Plant Pumps	3 High Svc	1K GPMx2	870 GPM	1,130 GPM	3,012 LUE
**Cheatham Pump	2 Well Pumps	1.3K GPMx1	850 GPM	450 GPM	1,200 LUE
Main St	3 High Svc	600 GPMx2	850 GPM	350 GPM	933 LUE
TOTAL PUMP CAPACITY AVAILABLE:					*3,945 LUE

*Total 2,466 Connections x 1.6 (Conn/LUE)=3,945 LUE's

**Valley Well can add over 1,500 LUE's from pump capacity standpoint.

- TCEQ Requires 0.6 gal/min/connection
- Assume 1 Pump OFF (Except Wells)
- City has approx. 2,900 connections x 0.6 gpm=1,740 gpm entire city





Water Line Extension
from Wastewater Plant
to CR 330 & CR 340
Likely Required to
Maximize Production
and Benefits from
Valley Street Well

Future Valley Well

Under Design

- TCEQ Permit
- Casing Replacement

Highly productive well

- 1,000 Gallons Per Minute

Future Plant Capacity

- Surface Water: 1,948 LUE's can be added with pump upgrades (assuming transmission line can handle additional pressure)
- FUTURE Ground Water 1,121 LUEs limited by historical use permit





**Compared to:
Ultimate Future Build-
out
7,369 LUE's**

**Current:
4,600 LUE's**

EXECUTIVE SUMMARY

Water Contracts: 15,965 LUE's

Plant Treatment Capacity:

Design Capacity: 4,478 LUE's

Current Operations: 3,028 LUE's

Water Storage Capacity: 13,000 LUE's

Pump Capacity: 3,945 LUE's





Questions?



STREAMLINE

July 18, 2025

To:

City of Burnet

“Client”

1001 Buchanan Drive, #4

PO Box 1369

Burnet, Texas 78611

From:

Streamline Engineering, LLC

“Streamline”

1000 Central Parkway North Suite 265

San Antonio, TX 78232

PROJECT: SUBSTANTIAL DAMAGE ESTIMATION – CITY OF BURNET

Dear Ms. Leslie Kimber:

Streamline Engineering, LLC (Streamline) is pleased to submit this fee proposal to provide Substantial Damage Estimates related to the severe storms associated with DR-4789 in Burnet County. Burnet County received federal disaster declaration for public assistance on 6/14/2025. The timeline to complete the evaluation in order to be eligible to receive federal grant reimbursement is 60-days from the disaster evaluation which would be September 12, 2025. Streamline will complete services before this date.

Our total hourly not to exceed fee to provide these services is **\$95,280**. Streamline is prepared to move forward with this project immediately upon receipt of your authorization to proceed.

We look forward to working with you and your staff on this project and I thank you for the opportunity to support you in developing a successful project.

Sincerely,

STREAMLINE ENGINEERING, LLC



Alan Stanton, PE, CFM



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Scope Of Work: SUBSTANTIAL DAMAGE ESTIMATION – CITY OF BURNET

Streamline will provide professional services to assist the City with post-disaster Substantial Damage Estimations (SDEs) in accordance with FEMA and NFIP requirements. Services will include field evaluations, coordination, documentation, and homeowner communication as outlined below:

Services:

1. Streamline will coordinate with City staff to plan the approach, schedule, and resources necessary for conducting SDEs. This includes identifying affected areas, determining site access needs, mapping impacted structures, and developing field deployment strategies.
2. Streamline will conduct ongoing safety briefings and logistical coordination for all field personnel. This includes:
 - Daily safety tailgate meetings,
 - Personal protective equipment (PPE) guidance
 - Coordination of travel routes and site access procedures.
3. The Consultant shall perform field-based Substantial Damage Estimations for up to seventy (70) structures located within the affected areas. Tasks include:
 - a. Site inspections and photographic documentation,
 - b. Use of FEMA's SDE Tool to calculate damage ratios,
 - c. Identification of impacted building components,
 - d. Determination of compliance needs per local ordinance and NFIP standards.
4. For structures with complex or borderline damage conditions, the Consultant shall perform detailed evaluations for up to twenty (20) properties. These may include:
 - a. Review of contractor estimates, appraisals, or engineering reports
 - b. Supplemental site visits or stakeholder interviews
 - c. Coordination with local officials regarding permitting or mitigation actions
5. The Consultant shall prepare a comprehensive SDE report summarizing:
 - a. Each structure evaluated,
 - b. Damage estimates and determination results
 - c. Maps of assessed locations
 - d. Compliance recommendations for substantially damaged properties.
6. Deliverables will include individual property records, a summary matrix, GIS files (if applicable), and electronic copies in PDF and Excel format.
7. The Consultant shall prepare and distribute standardized determination letters to property owners outlining SDE results and next steps. Consultant will also:



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- a. Provide project management oversight throughout the engagement
 - b. Coordinate with City staff, FEMA, and other stakeholders,
 - c. Attend virtual or in-person meetings as needed
 - d. Maintain a communication log and issue tracking spreadsheet.
8. The Consultant shall assist the City with preparing documentation and submittals required to seek reimbursement for eligible Substantial Damage Estimation (SDE) expenses under the FEMA Public Assistance (PA) Program, Category B Emergency Protective Measures. Tasks include:
 - a. Coordinating with the City's designated Applicant Agent and/or Grants Administrator;
 - b. Preparing cost summaries, labor logs, invoices, procurement records, and supporting documentation required by FEMA;
 - c. Assisting with submission of the reimbursement request through FEMA's Grants Portal system;
 - d. Providing responses to Requests for Information (RFIs) from FEMA or the State as needed;
 - e. Supporting the City through reimbursement tracking, closeout documentation, or appeals, if applicable.

This task is limited to supporting the reimbursement of eligible costs associated with the services outlined in this scope and does not include full grants management or reimbursement for unrelated emergency work.

9. A fixed allowance will be included for eligible reimbursable expenses, such as travel, mileage, printing, field supplies, and equipment necessary for field assessments. All reimbursables will be invoiced in accordance with City policy and supporting documentation will be provided.

Expenses:

1. The Consultant shall be reimbursed for actual, reasonable, and necessary non labor direct expenses incurred in the performance of this scope of work, in accordance with FEMA Public Assistance Program and Policy Guide (PAPPG) requirements and 2 CFR Part 200. These reimbursable costs are limited to expenses directly tied to eligible emergency protective measures and substantial damage estimation activities.

Eligible reimbursable items may include:



STREAMLINE

- Travel expenses (mileage, lodging, per diem) for staff deployed to the disaster area, in accordance with federal and local travel policies;
- Field supplies and safety equipment, such as clipboards, measuring tools, PPE, and documentation materials necessary to complete damage inspections;
- Printing and reproduction costs, including property owner letters, field forms, and inspection packets;
- Data storage and field communication tools, such as mobile Wi-Fi, tablets, or field GPS units directly supporting SDE activities;
- Software licenses or subscriptions, limited to mapping, data entry, or SDE-related documentation (e.g., ArcGIS, Adobe, FEMA SDE tool setup costs if applicable);
- Shipping or postage costs for delivery of documents or homeowner notices;
- Vehicle rental or usage charges, if required for safe and efficient field deployment.

All reimbursables shall be:

- Supported by detailed receipts and logs,
- Invoiced separately from labor costs,
- Reviewed and pre-approved by the City as allowable under FEMA PA policies,
- Not exceed a budgeted allowance of \$6000 unless modified in writing by the city.

PROFESSIONAL FEE:

The Professional Fee ("Fee") will be according to the rate table on the following page. The Client is responsible for payment of any other professional services that may be required to complete the identified services. Additional services tasks; to be completed if approved by Client via future written authorization. Invoicing will be completed on a biweekly basis supported by hourly backup until job completion



Substantial Damage Estimation Rate Table

City of Burnet

Task	Scope Item	Position and Rate					Task Fee
		Project Manager	Engineer 3	Project Engineer	Engineering Technician	Inspector	
		\$ 225.00	\$ 205.00	\$ 180.00	\$ 85.00	\$ 140.00	
1	Safety and Logistical Planning	24		16	16	24	\$ 13,000.00
2	Substantial Damage Evaluations	28	40	80		160	\$ 51,300.00
3	Reporting	24	40				\$ 13,600.00
4	Determination Letters, Project Management and Coordination	24					\$ 5,400.00
5	FEMA Public Assistance Support	12	16				\$ 5,980.00
6	Reimbursables (Allowance)						\$ 6,000.00
Total Fee							\$ 95,280.00

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STREAMLINE ENGINEERING, LLC

This document, together with the attached **Scope of Work and Fee Proposal (“Proposal”)** for SUBSTANTIAL DAMAGE ESTIMATION – CITY OF BURNET dated **July 17, 2025** (the “Project”), is an agreement (the “Agreement”) between **City of Burnet** (“Client”) and **Streamline Engineering, LLC**. (“Streamline”)

1.01 Basic Agreement

Streamline shall provide, the services set forth in this Agreement and as described in the accompanying Scope of Work and Fee Proposal (the “Services”) and shall provide drawings, specifications, plans, work product, and any deliverables as described in this Agreement and the Proposal (the “Deliverables”). Streamline may engage consultants to assist in the performance of the Services.

2.01 Payment Procedures

Preparation of Invoices. Streamline will prepare a monthly invoice in accordance with Streamline's standard invoicing practices and submit the invoice to Client.

Payment of Invoices. Invoices are due and payable within thirty (30) days of receipt. If Client fails to make any payment due Streamline for Services and expenses within thirty (30) days after the date of Streamline's invoice, the amounts due to Streamline will be increased at the rate of 2% per month after the thirtieth (30th) day. In addition, Streamline may, without liability, after giving seven (7) days written notice to Client, suspend Services under this Agreement until Streamline has been paid in full all amounts due for Services, expenses, and other related charges. Payments will be credited first to interest and then to principal. Streamline has the right to employ such persons or professional service providers on a consultant basis to mitigate its damages.

Payment for Services. Client shall pay Streamline as follows:

A. If the work is agreed to on an hourly basis, an amount equal to the cumulative hours charged to the Project by each of Streamline's employees multiplied by the hourly rates for each employee for all services performed on the Project, plus reimbursable expenses and Streamline's consultant's charges, if any.

B. If work is agreed to on a lump sum basis, invoice amounts shall be an amount equal to the percent of each task's completion multiplied by the lump sum of the task, plus reimbursable expenses and Streamline's consultant's charges, if any.

3.01 Additional Services

If authorized by Client in writing, or if required because of changes in the Project, Streamline may furnish services in addition to those set forth in the Scope of Work and Fee Proposal.

4.01 Termination

This Agreement may be terminated as follows:

(A) By Either Party: This Agreement may be terminated:

(1) By the mutual agreement and consent of both STREAMLINE and City;

(2) By either party, upon the failure of the other party to fulfill its obligations as set forth in either this Agreement or a Scope of Work issued under this Agreement;

(3) By the City, immediately upon notice in writing to STREAMLINE, as consequence of the failure of STREAMLINE to perform the services contemplated by this Agreement in a timely or satisfactory manner;

(4) By the City, at will and without cause upon not less than ten (10) days written notice to the Professional.

(B) By City: If the City terminates this Agreement pursuant to subsection (A)(2) or (3), above, STREAMLINE shall not be entitled to any fees or reimbursable expenses other than the fees and reimbursable



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expenses then due and payable as of the time of termination and only then for those services that have been timely and adequately performed by the STREAMLINE considering the actual costs incurred by STREAMLINE in performing work to date of termination and the value of the work that is nonetheless usable to the City. In the event of termination that is not the fault of STREAMLINE, STREAMLINE shall be compensated for all basic, special, and additional services actually performed prior to termination, together with any reimbursable expenses then due.

5.01 Successors, Assigns, and Beneficiaries

Client and Streamline each binds himself, and his partners, successors, executors, administrators, and assigns to the other party of this agreement and to partners, successors, executors, administrators, and assigns of such other party in respect to all covenants of this agreement. Neither client nor Streamline shall assign, sublet, or transfer his interest in this agreement, without written consent of the other. Nothing contained herein shall be construed as giving any rights or benefits hereunder to anyone other than the client and Streamline.

6.01 General Considerations

- A. The standard of care for all professional consulting and related services performed or furnished by Streamline under this Agreement will be the care and skill ordinarily used by members of Streamline's profession practicing under similar circumstances at the same time and in the same locality. Except as expressly set forth in Paragraph 6.01B, Streamline makes no warranties, express or implied, under this Agreement or otherwise, in connection with Streamline's Services and Deliverables. Streamline and its consultants may use or rely upon the design services of Client and others, including, but not limited to, contractors, manufacturers, and suppliers.
- B. If Client notifies Streamline of a deficiency, or if Streamline determines there is a deficiency, within sixty (60) days after delivery of a Deliverable to Client, as Client's sole and exclusive remedy, Streamline shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in Client-furnished information.
- C. Client shall be responsible for, and Streamline may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by Client to Streamline pursuant to this Agreement. Streamline may use such requirements, reports, data, and information in performing or furnishing services under this Agreement.
- D. Streamline neither guarantees the performance of any third party, including contractors, using the Deliverables or Services nor assumes responsibility for any third party's failure to furnish and perform any work that uses the Deliverables or Services.
- E. Streamline shall not be responsible for the acts or omissions of any contractor(s), subcontractor(s) or supplier(s), or of any of the contractor's agents or employees or any other persons (except Streamline's own employees) furnishing or performing any of the contractor's work; or for any decision made on interpretations or clarifications of Deliverables without consultation and advice of Streamline.
- F. It is understood and agreed that if Streamline's services under this Agreement do not include construction phase services, and that such services will be provided by Client, then Client assumes all responsibility for interpretation of Deliverables and for construction observation or review and waives any claims against Streamline that may be in any way connected thereto.
- G. Streamline shall be the exclusive owner of all right, title, and interest in and to any and all Deliverables, together with any and all related rights of copyright, patent, trade secret, trademark and service mark, and all other proprietary rights of any kind whatsoever. Subject to the provisions herein and upon Streamline's receipt of full payment therefore, Streamline hereby grants to Client, and Client accepts: (i) a nonexclusive, nontransferable, without the right to sublicense, royalty-free license to use the Deliverables for the sole purpose of constructing the Project; and (ii) the right to reproduce applicable portions of the Deliverables for Client's contractors, consultants, and suppliers solely for use in construction of the Project, provided Client reproduces on such copies the copyright notice and other proprietary legends that were on the original Deliverable. Deliverables are not intended or represented to be suitable and are not licensed to Client for reuse by Client or others on extensions of the Project or on any other project. Upon termination of this Agreement by Streamline pursuant to paragraph 4.01, the license granted herein shall terminate. Any unauthorized use of the Deliverables will be at Client's sole risk and without liability to Streamline or to Streamline's consultants. Client shall indemnify and



STREAMLINE

hold harmless Streamline and Streamline's consultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting therefrom.

- H. This Agreement is to be governed by the laws of the State in which the Project is located.
- I. All express indemnifications or limitations of liability included in this Agreement will survive its completion or termination for any reason.
- J. Any provision or part of the Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon Client and Streamline.
- K. Nothing contained herein shall be construed to mean that Streamline and Client are engaging in a joint venture or partnership.
- L. Streamline shall maintain insurances during the term of this Agreement as indicated in the attached **Attachment A** to this Agreement. Streamline will provide a certificate of such insurance to Client upon request. The City shall be listed as an additionally insured and shall receive proof of the same.
- M. If either party hereto shall commence any action or proceeding against the other in connection with the terms, conditions, or obligations under this Agreement, the prevailing party shall be entitled to recovery of its reasonable attorney's fees and costs incurred herein. Interest on any outstanding balance shall accrue at the rate of 2% per month.
- N. In the event the terms of these General Conditions conflict with the Proposal or other contract documents, these General Conditions shall control.

7.01 Allocation of Risks

- A. To the fullest extent permitted by law, Streamline shall indemnify and hold harmless Client, Client's officers, directors, partners, and employees from and against any and all costs, losses, and damages (including but not limited to all fees and charges of consultants, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by the negligent acts or omissions of Streamline or Streamline's officers, directors, partners, employees, and Streamline's consultants in the performance and furnishing of Streamline's services under this Agreement.
- B. To the fullest extent permitted by law, Client shall indemnify and hold harmless Streamline, Streamline's officers, directors, partners, employees, and Streamline's consultants from and against any and all claims, demands, costs, losses, and damages (including but not limited to all fees and charges of consultants, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) and liabilities that Streamline may incur or suffer which arise out of or relate to: (i) the negligent acts or omissions of Client or Client's officers, directors, partners, employees, and Client's consultants with respect to this Agreement or the Project; and (ii) Client's breach of or failure to perform any of its obligations of this Agreement or a Proposal.
- C. To the fullest extent permitted by law, Streamline's total liability to Client and anyone claiming by, through, or under Client for any cost, loss, or damages caused in part by the negligence of Streamline and in part by the negligence of Client or any other negligent entity or individual, shall not exceed the percentage share that Streamline's negligence bears to the total negligence of Client, Streamline, and all other negligent entities and individuals. Streamline shall not be liable for any incidental, consequential, indirect, or punitive damages arising out of this Agreement or Streamline's provision of the Services or the Deliverables, even if Streamline has been advised of the possibilities of such damages.

8.01 Force Majeure

An event of "Force Majeure" occurs when an event beyond the control of the Party claiming Force Majeure prevents such Party from fulfilling its obligations. An event of Force Majeure includes, without limitation, floods, hurricanes and other adverse weather, war, riot, civil disorder, acts of terrorism, disease, epidemic, strikes and labor disputes, actions or inactions of government or other authorities, law enforcement actions, curfews, closure



STREAMLINE

of transportation systems or other unusual travel difficulties, or inability to provide a safe working environment for employees.

In the event of Force Majeure, the obligations of Streamline to perform Services shall be suspended for the duration of the event of Force Majeure. In such event, Streamline shall be compensated for time expended and expenses incurred during the event of Force Majeure and the schedule shall be extended by a like number of days as the event of Force Majeure. If Services are suspended for thirty (30) days or more, Streamline may, in its sole discretion, upon five (5) days prior written notice, terminate this Agreement or the affected Work Order, or both.

9.01 Right of Entry

Client grants to Streamline, and, if the Project site is not owned by Client, warrants that permission has been granted for, a right of entry from time to time by Streamline, its employees, agents and subcontractors, upon the Project site for the purpose of providing the Services. Client recognizes that the use of investigative equipment and practices may unavoidably alter the existing site conditions and affect the environment in the area being studied, despite, the use of reasonable care. Client shall indemnify and hold Streamline harmless from claims for damages caused in part by reasons of Streamline's provision of Services.

10.01 Total Agreement

This Agreement, together with any attached documents, constitutes the entire Agreement between Client and Streamline and supersedes all prior written or oral understandings regarding this subject. This Agreement may only be amended, supplemented, or modified by a mutually executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, effective on the latest date indicated below.

CLIENT:
City of Burnet, Texas

STREAMLINE:
Streamline Engineering, LLC

By: _____

By: _____

Name: _____

Name: _____

(PRINT/TYPE)

Title: _____

Title: _____

Date Signed: _____

Date Signed: _____

Attachments:

- A. Insurance
- B. SDE preliminary building evaluation map



STREAMLINE

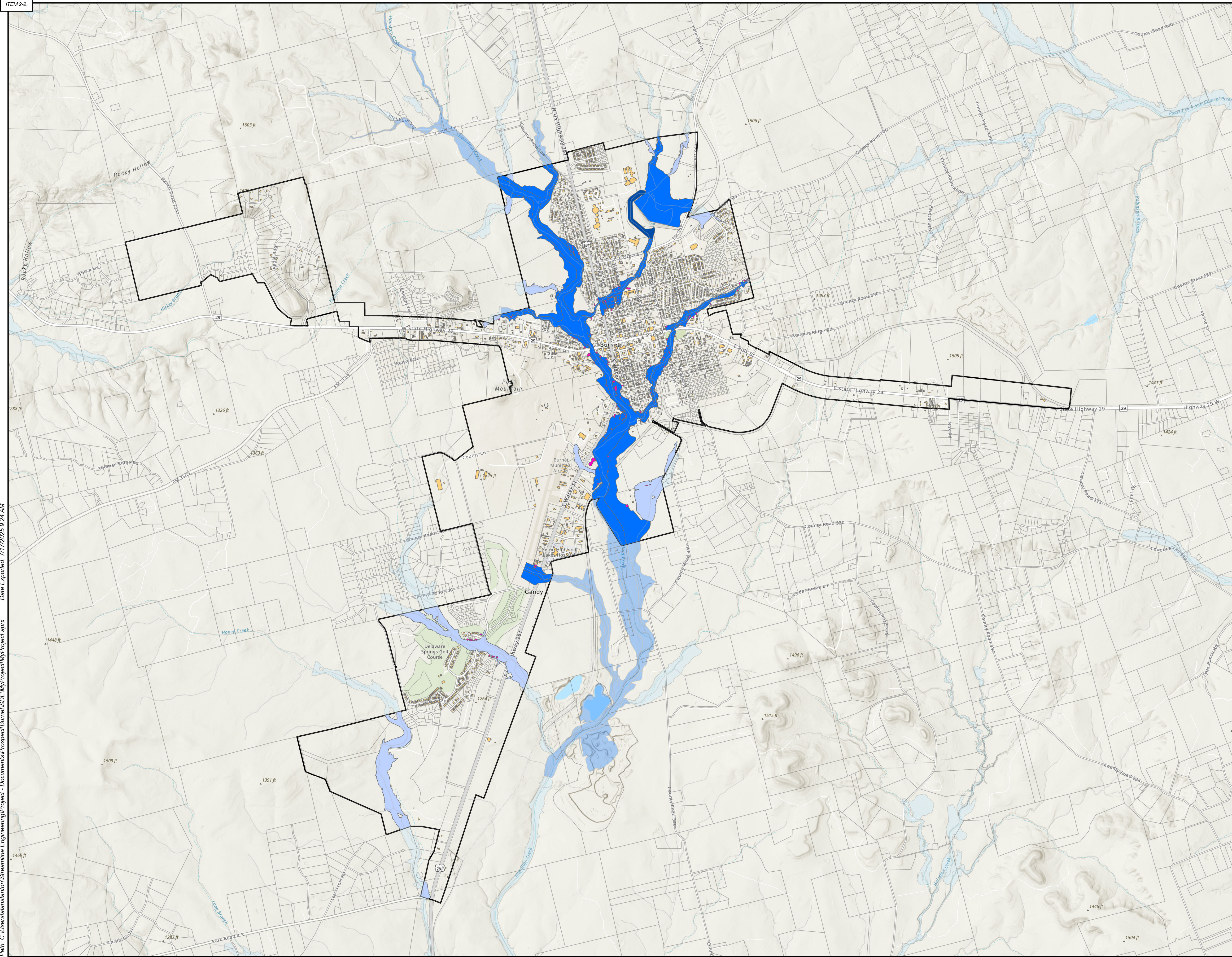
Attachment A

INSURANCE

- A. *Insurance.* Streamline shall, during the life of this Agreement, maintain the following insurances:
1. Commercial General Liability (occurrence form not less than):
 - \$2,000,000 General Liability
 - \$2,000,000 Products and Completed Operations Aggregate
 - \$1,000,000 Personal and Advertising Injury
 - \$1,000,000 Each Occurrence
 - \$10,000 Medical Expense
 2. Commercial Automobile Liability (all scheduled auto, hired and non-owned autos):
 - \$1,000,000 Combined Single Limit
 3. Umbrella
 - \$2,000,000 Aggregate
 - \$2,000,000 Each Occurrence

Professional Liability Errors and Omissions Insurance. Streamline shall carry Professional Liability Errors and Omissions insurance with limited contractual liability in the amount of \$2,000,000 per claim and in the aggregate for the duration of this Agreement.



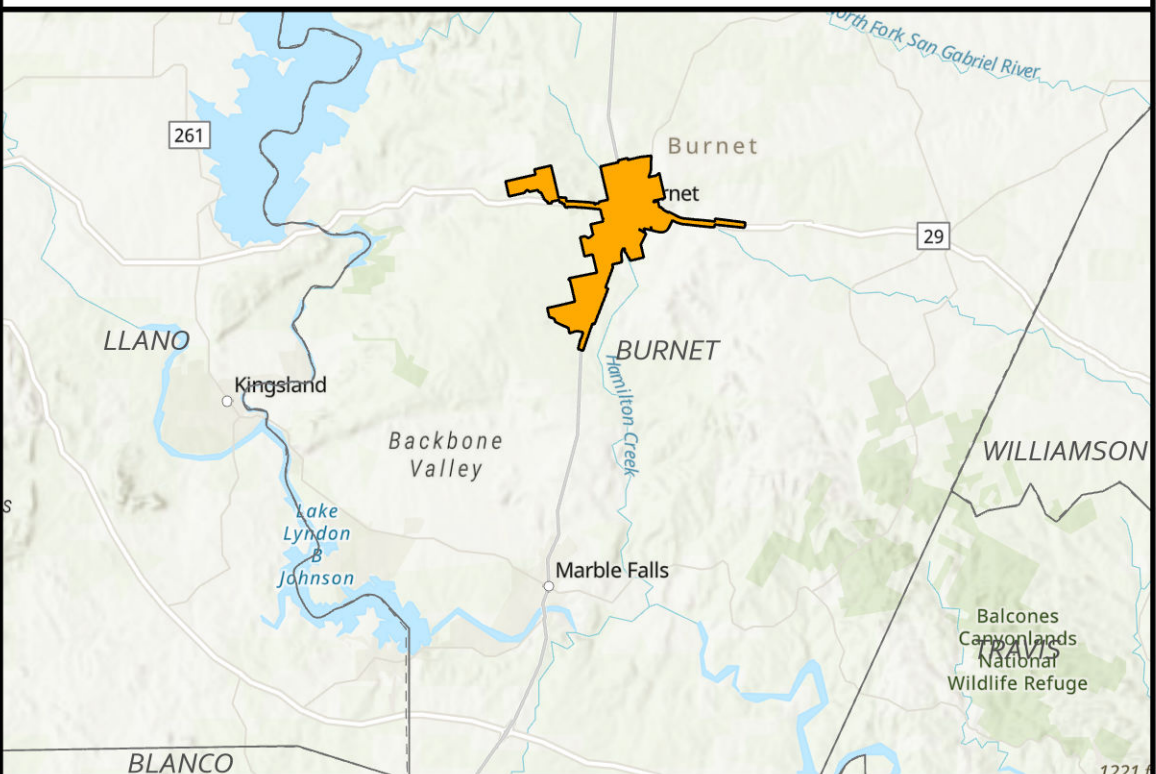


SUBSTANTIAL DAMAGE ESTIMATION
CITY OF BURNET, TX

SUBSTANTIAL DAMAGE ESTIMATION
PRELIMINARY BUILDING EVALUATION

JULY 2025

STREAMLINE ENGINEERING PROJECT NO: 25-186



Legend

- SDE Structures (Preliminary)
- Structures

Regulatory 100-Year Flood Risk

- A
- AE
- AO
- Parcels

Note: 447 Parcels identified for Substantial Damage Estimation.

US Feet
0 2,000 4,000



STREAMLINE ENGINEERING, LLC
1000 CENTRAL PARKWAY NORTH, SUITE 265
SAN ANTONIO, TX 78232
TBPELS FIRM NO. 24968