Document Concerning a Donations of Funds from Mike Harvey

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Statement of facts concerning the proposed donation of funds by Mike Harvey and others to contract for the engineering, construction, and financing, also authorities to be obtained to bring about the providing of a lake on the campus of Texas Eastern University.

Mr. Mike J. Harvey has agreed to provide funds up to but not exceeding $100,000.00 for the construction of an earthen dam lake consisting of an upper and lower earthen dam impounding water over an area of approximately six acres of the University's campus property.

The Board of Regents have accepted this gift and have requested the Tyler State College Educational Foundation to handle all matters pertaining to the design, construction, and interim financing with Mr. Harvey and other donors as may become involved. This Board of Regents have given the Educational Foundation the right and authority to occupy the land on which the lake will be located, as well as access to the property, and have the authority to extend these rights to engineers, contractors and others involved in the design, construction and completion of the lake.

In order to accomplish this work and to delineate the portions to be handled by the persons or parties involved, there will be prepared a tri-party agreement between the following:

1. Mike J. Harvey, the donor.
2. The Tyler State College Educational Foundation functioning as the administrative and financial agent for the owner.
3. Wisenbaker, Fix & Associates, Consulting Engineers, handling the design, preparation of plans and specifications and supervision of construction.
Scope of the Work by Wisenbaker Fix, Consulting Engineers

Under the first phase of the tri-party agreement, Wisenbaker Fix will be authorized to prepare the plans and specifications and after approval of Mr. Harvey, the donor, the Educational Foundation, and the Board of Regents of the College, will solicit bids, award the contract and supervise the construction.

The work to be handled by Wisenbaker Fix in addition to that outlined above will be as follows:

Undertake such engineering surveys as are necessary to design the lake and structures involved and prepare the plans and specifications.

Employ, at the expense of the Foundation, core drilling operations as necessary to determine soil conditions and materials to be used in the earthen dam construction.

Determine the extent, if any, that sealing will be necessary to retain the water in the lake.

Design of both the upper and lower earthen dams, including the inverted siphons (corrugated steel pipe) as required to maintain the water to the specified levels during flood periods and discharge the overflow.

Employ architects to prepare sketches of the dams and the entire lake area for submitting to the donor and College Board of Regents.

Keep walkways and paving on top of the upper and lower dams separate for both estimating and contracting of the work. Gravel surfaces will be used for walkways and roadway on top of the earthen dams until the original settlements take place, after which permanent paving will be handled under a separate contract.
Determine source of water to be used in filling the lake and retaining it to the design level -- develop if City raw water will be used or will a well be drilled and at what location, depth and include in estimated cost.

Determine extent to which water will be pumped and incorporate in plans and specifications type and locations of such facilities.

Plans to show the additional excavation that will be undertaken to maintain the desired shore line and locations at which borrow will be obtained for construction of the two dams.

Show protection to be provided for wave wash, if any, and areas that will be sodded with grass to protect the slopes.

The Consulting Engineer will handle with the proper State agencies to obtain approval of the dam construction and the method of handling the drainage at and below the dam.

For the services and work outlined above, the Consulting Engineer will be paid ___% of the contract cost of the project, plus cost of additional architectural sketching and core drilling as may be required.

Functions of the Tyler State College Educational Foundation

The Tyler State College Educational Foundation, acting as agent for the owner and to carry out the plans of the donor, will work with the engineers in developing the plans, obtaining bids and awarding the contract.

The Foundation will advance such funds as are needed to develop the plans and contract for the work and reimbursement will be made to the Foundation by Mr. Harvey, the donor, within the limits of
his monetary commitment to participate in the project.

After competitive bids have been received, and the contractor selected, the Foundation will enter into the contract with the contractor and the Consulting Engineer will supervise the construction work.

The contractor will be required to carry all necessary insurance to protect the Foundation and the College from personal injury, property damage or other liability.

Such funds as may be needed to complete the project over and above contributions to be made by Mr. Harvey will be raised by the Foundation.

Upon completion of the work, Mr. Harvey and other donors, along with the Foundation, will formally present the lake and dams to the College who will then take possession and assume all responsibility for the operation and maintenance of the facilities.

At a dedication ceremony upon the completion of the lake, a bronze plaque will be unveiled bearing the name of the lake as Harvey Lake and Mr. Harvey as the principal donor and naming others participating.

After Mr. Harvey, the donor, has approved the preliminary plans and arrangement outlined in the tri-party agreement, he will enter into a separate agreement with the Foundation for handling the contribution he will make within the amounts and limitations he has prescribed. Such funds will be used to reimburse the Foundation for advancements made to the Consulting Engineer and contractor.

The above description of the work contemplated and the obligations of the parties involved will be covered by formal contracts or agreements; but in the interim this will constitute a general state-
ment of facts and memorandum of intent on the part of the various
parties involved.

President
Tyler State College Educational
Foundation

President
Wisenbaker Fix Associates
Engineer Consultant

Donor
Mike J. Harvey

APPROVED:
Chairman of the Board
Tyler State College Board of Regents