

DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN <u>TIMBER SALE PROSPECTUS #7114</u>

<u>SCHEDULED SALE DATE AND TIME:</u> 10:00 a.m. (local time) on October 4, 2022. <u>LOCATION:</u> ATLANTA MGMT UNIT, 13501 M 33, ATLANTA, MI 49709.

CONTACT NAME: Cody Stevens PHONE NUMBER: (989) 785-4251

<u>PROSPECTUS NOTE</u>: The bidder is advised to inspect the sale area and review the location, estimated volumes, operating costs and contract terms of proposed sales. Please be aware that some landowners may request 60 days or more notice for access across their land.

Notice is hereby given that bids will be received by the Unit Manager, ATLANTA MANAGEMENT UNIT, for certain timber on the following described lands:

<u>Anderbad Barrens Restoration</u> (54-008-21) / T29N, R01E, SEC. 5 , N1/2NE. T29N, R01E, SEC. 8 , NE. Montmorency County, Advertised Price \$7,857.90, 57.0 Acres, Hardwood, Jack Pine. SALE NOTE: All units of volume listed for this sale were estimated using the Inventory Manager computer program and the new Michigan taper model.

A recreation site such as a trail, pathway, or campground is within the sale area or the vicinity. Certain restrictions/specifications may be applicable including time restrictions.

TIMBER SALE INFORMATION

Anderbad Barrens Restoration (54-008-21) T29N, R01E, SEC. 5; T29N, R01E, SEC. 8.

Montmorency County (Advertised Price \$7,857.90)

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A recreation site such as a trail, pathway, or campground is within the sale area or the vicinity. Certain restrictions/specifications may be applicable including time restrictions.

A timber sale contract for this lump sum, sealed bid timber sale will be awarded to the responsible bidder offering the highest sealed bid price. All units of volume listed below were estimated using the Inventory Manager computer program and the new Michigan taper model. Bids must be at or above the following advertised price for each product and species:

PRODUCTS & SPECIES	ESTIMATED UNITS*		ADV	ADVERTISED PRICE	
Sawtimber					
Northern Pin Oak	27.5	MBF	\$	45.00 / MBF	
Red Oak	12.7	MBF	\$	67.00 / MBF	
Pulpwood					
Jack Pine	224	Cords	\$	5.00 / Cord	
Mixed Aspen	45	Cords	\$	11.05 / Cord	
Mixed Oak	107	Cords	\$	21.85 / Cord	
Red Maple	8	Cords	\$	9.75 / Cord	
Red Pine	88	Cords	\$	19.25 / Cord	
White Pine	6	Cords	\$	7.05 / Cord	

* The total volume is statistically estimated within plus (+) or minus (-) 10.48 percent. There are an estimated 603 cords on this timber sale, plus or minus 63 cords at the 95% confidence level. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

BOND AND PAYMENT SCHEDULE:

- 1. A bond in the amount of \$392.90 to insure faithful performance of the conditions of the contract will be deposited
 - by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment must be paid in advance or according to the following schedule :
 - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
 - (b) The 10% down payment will be credited towards the first unit cut.
 - (c) Payment for each of the following units must be made before cutting begins in that unit: PAYMENT UNIT NUMBER
 PERCENT OF TOTAL SALE VALUE

L SALE VALUE
3.9%
0.0%
6.1%

4. If no cutting takes place, the 10% down payment will not be refunded.

5. Operations on the contract issued will terminate on 12/31/2025.

SALE STATISTICS

Volumes were calculated in cubic feet using the Michigan taper model. Cubic foot volume includes all wood inside bark for the product indicated. For display purposes, cubic feet were converted to cords and MBF using a simple conversion factor, e.g. 79 cubic feet per cord and 185 cubic feet per MBF. The cubic foot volumes are precise; the cords and MBF volumes are not. Cubic foot volume cannot be directly converted to cords or boards with precision.

SALE VOLUMES

The total estimated sale volume may not equal the sum of the species/products due to the nature of statistical calculations associated with double sampling methodology.

VOLUME			STATISTICAL RANGE IN CORDS		
TOTAL CUBIC FEET	TOTAL CORDS	PERCENT ERROR	MINIMUM	MAXIMUM	
47,656	603	10.48%	540	666	

VDU VOLUMES

A VDU is a Volume Determination Unit. Volumes and their associated statistics are calculated at the VDU level and summarized to the sale level. There is often a one to one relationship between a VDU and a Payment Unit, but not always, depending on the cruise design. Refer to the VDU TO PAYMENT UNIT table.

	VOLUME			RANGE II	N CORDS
VDU	TOTAL CUBIC FEET	TOTAL CORDS	PERCENT ERROR	MINIMUM	MAXIMUM
57	19,328	245	17.16%	203	287
84	14,728	186	21.29%	147	226
112	4,789	61	19.34%	49	72
284	8,811	112	20.48%	89	134
TOTAL:	47,656	603		487	719

VDU TO PAYMENT UNIT

When a VDU is associated with more than one Payment Unit (PU), the VDU volumes are assigned to the PU based on acres of the VDU within the PU.

VDU	VDU ACRES	PU	PU ACRES
57	19.0	1	19.0
84	12.8	3	12.8
112	12.4	1	12.4
284	12.8	2	12.8
TOTAL:	57.0		57.0

DESCRIPTION OF TIMBER BY PU (PU)

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Jack Pine	Pulpwood	194	Cords	31.4	\$2,664.00
	Jack Pine	Sawtimber	6.3	MBF		
	Jack Pine	Pulpwood	181	Cords		
	Red Pine		88	Cords		
	Red Pine	Sawtimber	3.5	MBF		
	Red Pine	Pulpwood	81	Cords		
2	Northern Pin Oak	Sawtimber	10.5	MBF	12.8	\$1,570.25
	Red Oak		2.6	MBF		
	Jack Pine	Pulpwood	29	Cords		
	Jack Pine	Sawtimber	1.5	MBF		
	Jack Pine	Pulpwood	26	Cords		
	Mixed Aspen		23	Cords		
	B. T. Aspen		6	Cords		
	Quaking Aspen		17	Cords		
	Mixed Oak		24	Cords		
	Northern Pin Oak		21	Cords		
	Red Oak		3	Cords		
3	Northern Pin Oak	Sawtimber	17.0	MBF	12.8	\$3,623.65
	Red Oak		10.1	MBF		
	Jack Pine	Pulpwood	1	Cords		
	Jack Pine		1	Cords		
	Mixed Aspen		22	Cords		
	Quaking Aspen		22	Cords		
	Mixed Oak		83	Cords		
	Northern Pin Oak		59	Cords		
	Red Oak		24	Cords		
	Red Maple		8	Cords		
	White Pine		6	Cords		
	White Pine	Sawtimber	2.0	MBF		
	White Pine	Pulpwood	2	Cords		
		TOTAL:	40.2	MBF		
		TOTAL:	478	Cords		

Sale Specific Conditions & Requirements

Sale Name: Anderbad Barrens Restoration

Sale Number: 54-008-21 Seq#: 3

1 - Sale Area

1.2 - Boundaries

1.2.1 - Painted boundaries (9/19)

The sale boundary and Payment Unit boundaries are marked and identified by blue, red, and yellow paint. Exterior sale boundary lines against private property are marked with blue paint. Exterior sale boundary lines against state are marked with red paint. Andergood Road is an unpainted boundary against state along the northern edge of Payment Unit 1. Interior Payment Unit boundaries are marked with yellow paint. This boundary only exists between Payment Units 2 and 3. Retention patches are marked with red paint; no harvesting activities may occur within these areas. This painted boundary line trees are not Included Timber and are to be protected unless marked with orange paint. Yellow painted trees designating an interior Payment Unit boundary are only to be cut when all surrounding Payment Units have been paid.

2 - Timber Specifications

2.1 - Included Timber

2.1.2 - Clearcut unit(s) w/o unmerchantable trees (8/11)

Within Payment Unit(s) 3, cut all trees which meet minimum piece specifications in 2.2 Utilization.

2.1.7 - Leave tree marked unit(s) (6/14)

Within Payment Unit(s) 1, all trees with at least a single merchantable stick are designated for cutting, except species trees marked with yellow paint above and below stump height. Special protection trees identified in accordance with condition 3.4.2, within clearcutting unit boundaries, are not Included Timber and are to be protected. The Sale Area has experienced windthrow in late summer 2020 including damage to leave marked trees. Windthrown and fallen yellow marked trees are Included Timber.

Within Payment Unit(s) 2, all trees with at least a single merchantable stick are designated for cutting except species trees marked with green paint above and below stump height. Special protection trees identified in accordance with condition 3.4.2, within clearcutting unit boundaries, are not Included Timber and are to be protected.

2.2 - Utilization

2.2.2 - Chipping required (2/18)

The Sale Area must be chip harvested to facilitate future silvicultural activities (Payment Unit 3) and to reduce slash for prescribed burning (Payment Units 1 and 2). The Purchaser has the option to produce sawlogs or pulpwood bolts, but the remaining portion of the trees must be chipped and hauled. Products may be produced as roundwood and forwarded to decking areas in final product length, but the tops must be left intact and skidded to the landing for chipping to minimize the amount of residual slash. The requirement to retain approximately 1/6 to 1/3 of tree tops and limbs less than four inches in diameter is still applicable (G. C. & R. 2.2) in Payment Unit 3. The requirement to retain approximately 1/6 to 1/3 of tree tops and limbs less than four inches in diameter does not apply (G. C. & R. 2.2) in Payment Units 1 and 2. This is to prepare the site for prescribed burning.

2.2.3 - Stump heights (4/07)

Stump heights within the Sale Area shall not exceed 6 inches for all trees. This is to facilitate prescribed burning in Payment Units 1 and 2 and site preparation activities in Payment Unit 3.

3 - Payments

3.4 - Damaged Timber

3.4.1 - Damaged timber (7/16)

General Condition and Requirement 3.4 Damaged Timber, defines liquidated damages for undesignated live merchantable trees which are cut or injured. In addition, extreme care should be taken to avoid damage to tree seedlings and saplings. Within the Sale Area, if more than 50% of the tree seedlings or saplings (1/4" to 4.5" DBH) within a specified portion of the

Sale Area are damaged, liquidated damages will be assessed at \$200 per acre for all acreage within that specified portion of the Sale Area that was damaged. No damage is acceptable to undesignated live merchantable trees. Within the Sale Area, if more than 5% of trees (> 4.5" DBH) within a specified area of the sale are damaged, liquidated damages will be assessed for all trees damaged. Rates will be in accordance with General Condition and Requirement 3.4 Damaged Timber, or at a rate of \$100 per tree, whichever is greater.

3.4.2 - Special Protection Trees (4/14)

The Purchaser shall not cut live or dead special protection trees within cutting units or clearings. Special protection trees are marked with yellow paint in Payment Unit 1 and green paint in Payment Unit 2. If the Purchaser's operations have cut or damaged special protection trees through carelessness, the Purchaser shall pay \$100 as fixed, agreed and liquidated damages for each special protection tree cut or damaged. Such payment does not constitute ownership of the undesignated timber. Windthrown or fallen trees marked in yellow are Included Timber.

4 - Transportation

4.1 - Construction

4.1.6 - Road construction (1/09)

Improvements of existing roads shall be done in such a way as to minimize the environmental and visual impacts. Merchantable trees shall be cut and utilized unless otherwise directed. Non-merchantable trees shall be severed and laid flat on the ground. Slash shall be chipped, utilized, or otherwise removed from the sale. Stumps shall be set upright, not left on edge, and be moved at least 10 feet away from the road edge. Disturbed soil shall be feathered into the woods and not left in berms or windrows.

4.1.12 - No new roads (1/12)

No new roads will be permitted in any Payment Unit. All operations are limited to existing roads. Skid trails only will be allowed.

4.2 - Maintenance

4.2.2 - Fill material (4/07)

To maintain roads, fill material may be needed in areas where "holes" exist or may be expected to develop. This fill material should be placed before trucking begins. This fill material shall not contain clay or organic material.

4.2.5 - Two wheel drive condition (2/04)

All existing trail roads on and adjacent to the sale area must be passable by two-wheel drive traffic for the duration of the sale.

5 - Operations

5.1 - Notification

5.1.1 - Pre-sale conference (10/16)

A pre-sale conference between the Purchaser and sale administrator is required prior to beginning any operations in any Payment Unit to determine landing and road locations. The Unit Manager or his/her representative must be contacted at least 10 days in advance to schedule the conference.

5.1.3 - Well heads and natural gas pipelines (11/15)

The Purchaser is responsible for contacting the gas or pipeline company 30 days prior to operating equipment in the vicinity of well heads or natural gas pipelines. Contact Muskegon Operating Company, LLC at (989) 772-4900 and Trendwell Energy Corporation at (616) 866-5024.

5.1.4 - Post-sale conference (10/16)

A post-sale conference on site between the Purchaser and sale administrator is required prior to the completion of active logging operations to determine clean-up and repair of landings, road edges, and the fulfillment of other contract specifications.

5.2 - Conduct of Operations

5.2.1 - Slash

5.2.1.12 - Slash for prescribed burning (1/05)

To facilitate prescribed burning, slash shall be moved at least 10 feet inside the sale boundary. Slash cannot be piled or placed near residual trees. Additionally fallen snags should be pulled away from the dripline of green (Payment Unit 2) and yellow (Payment Unit 1) painted leave trees.

5.2.2 - Hazard Trees/Snags

5.2.2.1 - Den trees (10/16)

Obvious hollow and/or den trees shall be protected and left standing unless they are a safety hazard.

5.2.3 - Operating Restrictions

5.2.3.4 - Oak wilt restriction, no exceptions (1/18)

Within Payment Unit 2, cutting, skidding, hauling within the sale and brushing of access roads to the sale are not permitted during the period of April 15 to July 15. No exceptions will be granted. This is necessary to reduce the spread of oak wilt.

5.2.3.5 - Oak wilt restriction (1/18)

Within Payment Unit 3, unless changed by written agreement, cutting, skidding, hauling within the sale and brushing of access roads to the sale are not permitted during the period of April 15 to July 15. Operations may be allowed if specific steps are taken to prevent damaging uncut oak during the high risk period. Those steps may include completing all road brushing before April 15th and clearing a tree-length buffer along uncut oak cover before April 15th. This is necessary to reduce the spread of oak wilt. For more information, contact the Unit Manager or his/her representative.

5.2.3.6 - Bark beetle restriction (12/08)

In the event drought creates a high risk of pine bark beetle infestation, pine is not to be cut during the period March 1 through July 1, unless all portions of trees greater than two inches in diameter are removed from the sale area, reduced to chips, or treated to the satisfaction of the Unit Manager or his/her representative, within fifteen days of being severed from the stump. Pine log decks, pulpwood piles and treetops that are piled for chipping in the fall or winter within a 1/4 mile of susceptible sites must be removed before March 15. Residual slash must not be placed in piles or rows and must be spread over the site for quick drying. The Department of Natural Resources will exercise this specification if the risk of damage warrants.

5.2.3.11 - Coppice regeneration protection (4/10)

Timber harvesting in any Payment Unit must be completed before significant deciduous sprouting occurs in that Payment Unit to minimize damage to the new regeneration. Any post-harvest operations, such as chipping, must be completed before sprouting of regeneration occurs. If it is anticipated that chipping will be delayed, then tops shall be carried to one central location or left unchipped. The Unit Manager or his/her representative may cease such operations if sprouting occurs before the operation is complete.

5.2.32 - Decking/landing restoration (9/13)

All decking and landing areas must have the surface area restored to a condition equal to or better than before. This is to ensure the proper regeneration of the stand. Wood debris, chips, and "cookies" from trimmings must be removed or scattered away from landing and loading areas and may not be windrowed on the edge.

5.2.38 - No decking against live trees (2/04)

Cut products may not be decked against unmarked or designated leave trees.

5.2.40 - Pathway protection (10/10)

The Buttles Pathway is a hiking trail and is shown on the Timber Sale Map. Do not cut trees or damage posts with blue pathway markers. Maintain a 20-foot-wide slash, debris, and rut free zone daily, using the pathway as the centerline. Do not run equipment down the pathway. Skidding across the trail may only occur in locations approved by the sale administrator.

5.4 - Soil Protection

5.4.1 - Rutting restriction, general (7/16)

Operations are to cease immediately if equipment and weather conditions result in rutting of roads and/or skid trails which is 12 inches or greater in depth and 50 feet in length. The Unit Manager or his/her representative may restrict hauling and/or skidding if ruts exceed the specified depth. With the Unit Manager or his/her representative's approval, the Purchaser may return to the area when the risk of rutting has decreased.

5.8 - Protection of Endangered Species

5.8.5 - Protection of raptor nests (3/13)

All trees with raptor nests will be protected if found during harvesting operations. Notification will be made to the Unit Manager or his/her representative who will notify the Wildlife Biologist so an on-site evaluation and recommendation can be made, if necessary.

6 - Safety and Fire Prevention

6.2 - Signing

6.2.3 - Recreational trail posting (10/20)

The Purchaser is responsible for posting and maintaining caution signs on Buttles Pathway prior to beginning operations. The trail must be posted at appropriate distances from the Sale Area to warn of logging activity and truck traffic at both ends of the trail. Signs must be removed when harvest operations are suspended or completed. The Purchaser will provide these signs.

7 - Other Conditions

7.5 - Loss

7.5.1 - Deteriorating timber (7/09)

The sale area has received damage from windthrow. The Purchaser should harvest the wood as soon as possible. The Department of Natural Resources is held free of responsibility of any further damage or deterioration due to delay in harvesting.

