

# DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN TIMBER SALE PROSPECTUS #7482

SCHEDULED SALE DATE AND TIME: 10:00 a.m. (local time) on November 19, 2024.

LOCATION: ATLANTA MGMT UNIT, 13501 M 33, ATLANTA, MI 49709.

<u>CONTACT NAME:</u> Matt Foster <u>PHONE NUMBER:</u> (989) 619-5921

<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:

Thunder Bay River Mix (54-014-24) / T30N, R03E, SEC. 19, NENE.

T30N, R03E, SEC. 20, NWNW, SENE, NESW, SWSW.

T30N, R03E, SEC. 31, SWNE, NESW, NWSE.

Montmorency County, Advertised Price \$172,733.40, 108.5 Acres, Aspen, Red Oak.

SALE NOTE: There is an oak wilt restriction on Payment Units 1-7. Refer to sale spec 5.2.3.5 for details. Private access or stream crossing is required for harvesting Payment Units 4 and 5. Refer to timber sale specs 4.1.1 and 4.4.1 for deails.

Access may be through private or other public land.

## TIMBER SALE INFORMATION

#### Thunder Bay River Mix (54-014-24)

T30N, R03E, SEC. 19; T30N, R03E, SEC. 20; T30N, R03E, SEC. 31.

Montmorency County (Advertised Price \$172,733.40)

SALE NOTE: There is an oak wilt restriction on Payment Units 1-7. Refer to sale spec 5.2.3.5 for details. Private access or stream crossing is required for harvesting Payment Units 4 and 5. Refer to timber sale specs 4.1.1 and 4.4.1 for deails.

Access may be through private or other public land.

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*		ADVERTISED PRICE	
Sawtimber				
Balsam Fir	24.9	MBF	\$	36.00 / MBF
Mixed Aspen	168.0	MBF	\$	85.00 / MBF
Red Maple	19.0	MBF	\$	57.00 / MBF
Red Oak	492.1	MBF	\$	185.00 / MBF
Red Pine	38.1	MBF	\$	121.00 / MBF
White Pine	90.6	MBF	\$	102.00 / MBF
Pulpwood				
Balsam Fir	357	Cords	\$	17.75 / Cord
Mixed Aspen	774	Cords	\$	21.25 / Cord
N. White Cedar	11	Cords	\$	8.95 / Cord
Paper Birch	3	Cords	\$	16.10 / Cord
Red Maple	247	Cords	\$	20.25 / Cord
Red Oak	694	Cords	\$	27.95 / Cord
Red Pine	47	Cords	\$	39.45 / Cord
White Pine	80	Cords	\$	30.00 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 12.69 percent. There are an estimated 4,163 cords on this timber sale, plus or minus 528 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 \$8,636.67 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
01	21.5%
02	18.4%
03	17.7%
04	4.3%
05	5.3%
06	8.2%
07	24.6%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 12/31/2027.

#### **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	
328,902	4,163	12.69%	3,635	4,692	

## **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 IN CORDS	
VDU	TOTAL CUBIC FEET	TOTAL CORDS	PERCENT ERROR	MINIMUM	MAXIMUM
27	118,771	1,503	23.88%	1,144	1,862
40	12,642	160	55.44%	71	249
46	27,714	351	32.94%	235	466
57	46,876	593	26.71%	435	752
84	55,608	704	27.15%	513	895
117	67,289	852	32.98%	571	1,133
TOTAL:	328,902	4,163		2,969	5,357

## **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.

117 <b>TOTAL</b> :	24.3 <b>108.5</b>	3	24.3 <b>108.5</b>
84	16.7	7	16.7
_	_	_	
57	13.7	6	13.7
46	9.6	5	9.6
40	2.8	4	2.8
		2	19.1
27	41.4	1	22.3
VDU	VDU ACRES	PU	PU ACRES

## **DESCRIPTION OF TIMBER BY PU (PU)**

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Mixed Aspen	Sawtimber	16.4	MBF	22.3	\$37,073.65
	B. T. Aspen		12.9	MBF		
	Quaking Aspen		3.5	MBF		
	Red Maple		1.7	MBF		
	Red Oak		102.6	MBF		
	Red Pine		20.5	MBF		
	White Pine		40.7	MBF		
	Mixed Aspen	Pulpwood	137	Cords		
	B. T. Aspen	•	86	Cords		
	Quaking Aspen		51	Cords		
	Red Maple		26	Cords		
	Red Oak		163	Cords		
	Red Pine		25	Cords		
	White Pine		33	Cords		
2	Mixed Aspen	Sawtimber	14.1	MBF	19.1	\$31,761.90
_	B. T. Aspen	Cawanibei	11.1	MBF	10.1	ΨΟ1,7Ο1.50
	Quaking Aspen		3.0	MBF		
	Red Maple		1.4	MBF		
	Red Oak		87.8	MBF		
				1		
	Red Pine		17.6	MBF		
	White Pine	Deduceral	34.8	MBF		
	Mixed Aspen	Pulpwood	116	Cords		
	B. T. Aspen		73	Cords		
	Quaking Aspen		43	Cords		
	Red Maple		22	Cords		
	Red Oak		140	Cords		
	Red Pine		22	Cords		
	White Pine		29	Cords		
3	Mixed Aspen	Sawtimber	68.0	MBF	24.3	\$30,657.6
	B. T. Aspen		48.8	MBF		
	Quaking Aspen		19.2	MBF		
	Red Maple		8.6	MBF		
	Red Oak		65.9	MBF		
	White Pine		6.7	MBF		
	Balsam Fir	Pulpwood	26	Cords		
	Mixed Aspen		254	Cords		
	B. T. Aspen		174	Cords		
	Quaking Aspen		80	Cords		
	Red Maple		74	Cords		
	Red Oak		139	Cords		
	White Pine		9	Cords		
4	Mixed Aspen	Sawtimber	6.2	MBF	2.8	\$7,356.2
	Quaking Aspen		6.2	MBF		, ,
	Red Maple		1.9	MBF		
	Red Oak		25.2	MBF		
	Balsam Fir	Pulpwood	2	Cords		
	Mixed Aspen		3	Cords		
	Quaking Aspen		3	Cords		
	Red Maple		25	Cords		
	II			1		
	Red Oak	Canadia-1	52	Cords	2.0	#0.000.0
-	Balsam Fir	Sawtimber	8.6	MBF	9.6	\$9,228.3
5	1			MBF		
5	Mixed Aspen		27.8	1		
5	B. T. Aspen		3.3	MBF		
5	1			1		

## DESCRIPTION OF TIMBER BY PU (PU), CON'T

	1	1				
PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
5 con't	Red Oak	Sawtimber	8.6	MBF		
	Balsam Fir	Pulpwood	77	Cords		
	Mixed Aspen		115	Cords		
	B. T. Aspen		18	Cords		
	Quaking Aspen		97	Cords		
	N. White Cedar		11	Cords		
	N. White Cedar	Sawtimber	4.4	MBF		
	N. White Cedar	Pulpwood	2	Cords		
	Paper Birch		3	Cords		
	Paper Birch	Sawtimber	0.8	MBF		
	Paper Birch	Pulpwood	1	Cords		
	Red Maple		11	Cords		
	Red Oak		22	Cords		
	White Pine		3	Cords		
6	Balsam Fir	Sawtimber	16.3	MBF	13.7	\$14,198.50
	Mixed Aspen		35.5	MBF		
	Quaking Aspen		35.5	MBF		
	Red Maple		4.0	MBF		
	Red Oak		6.6	MBF		
	White Pine		8.4	MBF		
	Balsam Fir	Pulpwood	252	Cords		
	Mixed Aspen		139	Cords		
	Quaking Aspen		139	Cords		
	Red Maple		24	Cords		
	Red Oak		7	Cords		
	White Pine		6	Cords		
7	Red Oak	Sawtimber	195.4	MBF	16.7	\$42,457.20
	Mixed Aspen	Pulpwood	10	Cords		
	Quaking Aspen		10	Cords		
	Red Maple		65	Cords		
	Red Oak		171	Cords		
		TOTAL:	832.7	MBF		
		TOTAL:	2,213	Cords		

## **Sale Specific Conditions & Requirements**

Sale Name: Thunder Bay River Mix Sale Number: 54-014-24 Seq#: 1

#### 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, or are unpainted and designated by a road. Exterior sale boundary lines against private property are marked with blue paint. Exterior sale boundary lines against state are marked with red paint, with the exception of the northern boundary of Payment Units 1 & 2, which is unpainted and designated by Sturgis Rd, the southern boundary of Payment Units 1 & 2, which is unpainted and designated by Tibbets Dr, and the western boundary of Payment Unit 7, which is unpainted and designated by County Rd 487. Interior Payment Unit boundaries are marked with yellow paint. Retention patches are marked with red paint; no harvesting activities may occur within these areas. The painted boundary line trees are not Included Timber and are to be protected. 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

## 2.1.1 - Clearcut unit(s) with unmerchantable trees (6/14)

Within Payment Unit(s) 1-7, cut all trees that are two (2) inches or more at DBH, with the following exceptions:

- Within Payment Units 1 & 2, do not cut green painted trees. In addition, protect pine and oak tree seedlings and saplings in accordance with spec 3.4.1.
- Within Payment Unit 3, do not cut sub-merchantable white pine.
- Within Payment Units 5 & 6, do not cut green painted trees.
- Within Payment Unit 7, do not cut red or white pine.

Special protection trees identified in accordance with condition 3.4.2, within clear-cutting unit boundaries, are not Included Timber and are to be protected.

## 2.2 - Utilization

## 2.2.6 - Roundwood operation required (3/21)

The skidding of whole trees or tree segments with limbs attached is prohibited within Payment Units 1-3 & 7. All products must be produced as roundwood and forwarded to existing roads or landing areas in final product length. Trees must be harvested with in-woods processor (feller bunching harvester will not be allowed) in order to retain existing understory.

## 3 - Payments

#### 3.3 - Pre-measured Sales

## 3.3.4 - Dividing payment units (7/14)

Payment Unit(s) \$25,000 in value or greater, may be divided at the request of the Purchaser and upon approval of the Unit Manager. Dividing Payment Units is a contract modification which requires a Timber Sale Contract Amendment. There will be only one division per Payment Unit.

## 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 pine and oak seedlings and saplings.

Within a Payment Unit, if more than 50% of pine or oak 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 \$250.00 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.

## 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 green paint. If the Purchaser's operations have cut or damaged special protection trees through carelessness, the Purchaser shall pay \$250 as fixed, agreed and liquidated damages for each special protection tree cut or damaged. Such payment does not constitute ownership of the undesignated timber.

## 4 - Transportation

#### 4.1 - Construction

## 4.1.1 - Stream crossings, general (3/11)

All stream crossing structures will be temporary and therefore, shall be provided by the Purchaser, and must be removed upon completion of the sale. All permits for stream crossings will be provided by the DNR. A clear-span bridge stream crossing may be required (if private access is not granted) for the forwarding of wood from the north side of the stream to the south side of the stream in Payment Unit 5 as called out on the Timber Sale Map. The stream crossing permit provided by the DNR will be for a clear-span bridge constructed using timber mats. If the Purchaser desires to construct the clear-span bridge using other means, the DNR must be contacted 60 days ahead of time for securing the proper permit.

#### 4.1.2 - Stream crossings, specific (3/11)

The stream crossing will require the installation of a culvert or portable bridge which may be borrowed from the DNR. This installation will be performed in accordance with the specifications on the appropriate permits which shall be provided by the DNR. The Payment Units are accessible without the necessity of crossing the stream (if private access is granted).

#### 4.1.3 - Slash and earthen piles (8/04)

Piles or windrows of earth along roads and landings that have been widened or constructed shall be leveled. Slash from road maintenance or construction, including stumps, shall be dispersed throughout the sale chipped, utilized or otherwise removed from the sale.

## 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 will only be allowed.

### 4.2 - Maintenance

## 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.

## 4.4 - Access

## 4.4.1 - Private property access (3/11)

Permission for access across private land is the responsibility of the Purchaser and may be required for the harvesting of Payment Units 4 and 5. A copy of the written permission from the private landowner must be given to the Unit Manager within 30 days of the bid opening and prior to the beginning of operations. Contact DNR Forest Technician Allison Bundschuh at 989-619-0691 for private landowner contact information.

## 5 - Operations

#### 5.1 - Notification

## 5.1.1 - Pre-sale conference (10/16)

A pre-sale conference on site between the Purchaser and sale administrator is required prior to beginning any operations, to

determine landing and road locations. The Unit Manager or his/her representative must be contacted at least 5 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 14 days prior to operating equipment in the vicinity of well heads or natural gas pipelines.

## 5.1.4 - Post-sale conference (10/16)

A post-sale conference on site between the Purchaser and sale administrator is required 5 days 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

#### 5.2.1.10 - No slash in openings (5/10)

No brush or logging debris is to be left in the maintained wildlife opening which is indicated by "G0" on the Timber Sale Map. Any damage to the opening shall be repaired according to specifications of the Unit Manager or his/her representative.

## 5.2.1.11 - Slash for reforestation (3/21)

To facilitate reforestation and to protect oak stump sprout regeneration from browsing, chipping or removal of sub-merchantable treetops in Payment Units 1-3 and 7 is not permitted. Sub-merchantable oak tops and slash are to be placed high and wide centered over harvested oak stumps with the goal of making the slash impenetrable to deer.

## 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

#### 5.2.3.5 - Oak wilt restriction (1/18)

Within Payment Units 1-7, 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.

## 5.2.3.11 - Coppice regeneration protection (4/10)

Timber harvesting in any Payment Unit must be completed before significant deciduous tree sprouting occurs in that Payment Unit so as 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.

#### 5.2.4 - Dead and Down Creation

## 5.2.4.4 - Dead and down creation, grouse (6/18)

To encourage grouse and other wildlife, in Payment Unit(s) 3, 5 and 6, leave one, 12" diameter or larger log-length (8 foot minimum) piece or whole tree on the ground for every 2 acres, preferably a hardwood species such as oak or maple, or if no hardwoods present, a pine species (white or red). These trees will be evenly scattered throughout the unit, preferably at least two chains from any roads, two-tracks, or trails open to vehicles.

## 5.2.17 - Timber Mats and Interlocking Composite Mats (5/23)

The stream crossing called out on the Timber Sale Map in Payment Unit 5 will require extra protection such as a clear-span bridge constructed of timber mats or another approved system. The stream crossing will span approximately 9 feet between banks and will be placed over the stream for the forwarding of wood. If available, mats may be borrowed from the DNR for the construction of this clear-span bridge. A Timber Sale Contract Supplement will be used to document the Purchaser's use

of the DNR's mats. Contact the Sale Administrator regarding availability and pick-up. Timber mats are available from various field offices. The Purchaser is responsible for picking up and hauling the mats to and from the site. Contact the Sale Administrator to schedule at least 30 days before desired install/removal date. All mats must be cleaned prior to drop off. This may include, but is not limited to, power washing and brushing to remove mud and debris. A charge of \$700.00 per timber mat will be assessed for all damaged or non-returned mats. Damage for the timber mats is defined as three or more broken cants.

### 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.

## 5.2.33 - Gas well re-vegetation (12/08)

In the event that the gas well is utilized for a landing, the site must be re-vegetated with a seeding mixture specified by the Unit Manager or his/her representative.

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

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

#### 5.3 - Stream Protection

## 5.3.2 - Parking equipment near water (10/23)

Within Payment Unit(s) 4 and 5, the parking of or storage of equipment is prohibited within 100 feet of water bodies or ground water supplies. All equipment, when not in use for harvest operations, must be parked a minimum of 100 feet away from water sources (streams, rivers, lakes, ponds, vernal pools, ground water sources) and 50 feet away from slopes leading to water sources and/or riparian areas. This restriction is for preventing unforeseen oil and/or fluid leaks from contaminating water bodies and/or ground water supplies.

#### 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.

## 5.4.4 - Slope protection (9/19)

Skid trails and roads on slopes shall be water barred with slash and stumps as soon as use is complete to prevent erosion.

## 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

## 6.2.1 - Road posting (10/20)

The Purchaser is responsible for posting and maintaining caution signs on the following roads: Sturgis Road, Tibbets Drive, McMurphy Road, DeWyse Road, County Road 487, and Hardwood Hills Lane prior to beginning operations. The road must be posted at appropriate distances from the Sale Area to warn of logging activity and truck traffic. Signs must be removed when harvest operations are suspended or completed. The Purchaser will provide these signs.

Section Name: Sale Specific Current as of 10/22/2024 1:12:33PM



