

# DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN TIMBER SALE PROSPECTUS #7487

SCHEDULED SALE DATE AND TIME: 10:00 a.m. (local time) on October 7, 2024. LOCATION: SE REGION-WILD, 3580 STATE PARK DRIVE, BAY CITY, MI 48706.

<u>CONTACT NAME:</u> Don Bonnette <u>PHONE NUMBER:</u> (989) 385-5616

<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 Game Area Manager, LAPEER SGA, for certain timber on the following described lands:

Roods Lake Mix (28-004-24) / T08N, R10E, SEC. 10, N1/2NW,NE. Lapeer County, Advertised Price \$27,515.60, 62.3 Acres, Aspen, Hardwood.

SALE NOTE: Access may be through other public land.

#### TIMBER SALE INFORMATION

# Roods Lake Mix (28-004-24) T08N, R10E, SEC. 10.

Lapeer County (Advertised Price \$27,515.60)

SALE NOTE: Access may be through 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*		<u>ADVI</u>	ADVERTISED PRICE		
Sawtimber						
Mixed Aspen	274.8	MBF	\$	30.00 / MBF		
Red Pine	61.6	MBF	\$	71.00 / MBF		
Pulpwood						
Mixed Aspen	440	Cords	\$	12.75 / Cord		
Mixed Hardwood	351	Cords	\$	12.00 / Cord		
Red Pine	188	Cords	\$	27.00 / Cord		

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 26.93 percent. There are an estimated 1,766 cords on this timber sale, plus or minus 476 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 \$1,375.78 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	41.6%
02	15.0%
03	43.4%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 12/31/2026.

## 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 CUBIC FEET TOTAL CORDS		MINIMUM	MAXIMUM	
139,485	1,766	26.93%	1,290	2,241	

# **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
3	71,760	908	41.75%	529	1,288
25	20,740	263	80.56%	51	474
27	21,152	268	77.57%	60	475
78	25,834	327	44.70%	181	473
TOTAL:	139,485	1,766		821	2,710

# **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.

TOTAL:	62.3		62.3
78	18.8	2	18.8
27	11.4	3	11.4
25	10.3	3	10.3
3	21.8	1	21.8
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	146.7	MBF	21.8	\$11,445.75
'	B. T. Aspen		142.5	MBF	21.0	ψ11,110.70
	Cottonwood		4.2	MBF		
	Mixed Aspen	Pulpwood	337	Cords		
	B. T. Aspen	'	320	Cords		
	Cottonwood		17	Cords		
	Mixed Hardwood		229	Cords		
	Black Cherry		27	Cords		
	Paper Birch		5	Cords		
	Red Maple		105	Cords		
	Sassafras		92	Cords		
2	Mixed Aspen	Sawtimber	86.3	MBF	18.8	\$4,122.75
	B. T. Aspen		86.3	MBF		
	Mixed Aspen	Pulpwood	45	Cords		
	B. T. Aspen		45	Cords		
	Mixed Hardwood		80	Cords		
	Black Cherry		7	Cords		
	Ironwood		4	Cords		
	Sassafras		69	Cords		
3	Mixed Aspen	Sawtimber	41.8	MBF	21.7	\$11,947.10
	B. T. Aspen		41.8	MBF		
	Red Pine		61.6	MBF		
	Mixed Aspen	Pulpwood	58	Cords		
	B. T. Aspen		58	Cords		
	Mixed Hardwood		42	Cords		
	Black Cherry		26	Cords		
	Red Maple		16	Cords		
	Red Pine		188	Cords		
		TOTAL:	336.4	MBF		
		TOTAL:	979	Cords		

# Sale Specific Conditions & Requirements

Sale Name: Roods Lake Mix Sale Number: 28-004-24 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. Exterior sale boundary lines against private property are marked with blue paint. Exterior sale boundary lines against state are marked with red paint. Interior Payment Unit boundaries are marked with yellow paint. 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) 1-3, cut all red pine and oak marked with orange paint and all other trees that are two (2) inches or more at DBH, except do not cut white pine, hickory, beech, apple and walnut.

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

# 2.2.3 - Stump heights (4/07)

Stump heights within the Sale Area shall not exceed 6 inches for all trees.

# 2.2.4 - Skidding length (2/14)

Skidding of unlimbed tops is not permissible.

#### 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.

Within Payment Unit 3, if more than 25% 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.

#### 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 unmarked oak, unmarked red pine, hickory, walnut and apple. 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.

#### 3.6 - Payment Unit Cutting Schedule

#### 3.6.2 - One active unit (12/08)

Each Payment Unit must be completed to the satisfaction of the Unit Manager or his/her representative before the next unit may be opened. The Purchaser must give 3 days' notice before finishing a Payment Unit to allow for inspection.

## 4 - Transportation

# 4.1 - Construction

#### 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.

#### 4.1.6 - Road construction (4/24)

Improvements to existing roads used to access any Payment Unit 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 scattered, and not left in windrows and kept a minimum of 10 feet back from the road edge. 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 within any Payment Unit.

#### 4.2 - Maintenance

## 4.2.3 - Road maintenance (8/13)

The following road maintenance is required: Within 30 days of completion of hauling, or if no hauling occurs for 30 days, roads must be maintained and graded. This includes cleaning of drainage areas, grading, crowning and filling with gravel, if necessary. Damages will be assessed if grading/repair does not occur.

# 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

## 4.4.3 - Access gate (12/08)

The access gate at the end of Roods Lake Road and at the corner of Sawdust Corners Road must be locked at all times. This is to prevent unauthorized vehicular and ORV access to the interior of the State Game Area.

#### 4.4.4 - Restricted access (10/05)

Any vehicle barriers (gates, guard rail, berms etc.) removed during the course of operations shall be replaced in their original location and in their original condition. Any damage to gates, guard rail or vehicle barriers is the responsibility of the Purchaser.

# 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 to determine landing and road locations. The Sale Administrator or his/her representative must be contacted at least 10 days in advance to schedule the conference.

# 5.2 - Conduct of Operations

# 5.2.1 - Slash

#### 5.2.1.8 - Slash height (12/08)

No slash or tree tops may exceed 24 inches in height.

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

No brush or logging debris is to be left in any 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, the Sale Area shall be left with slash evenly distributed. Bunched and processed tops within the cutting area shall be broken up and scattered to the point that ground is easily visible through slash. Compacted layers of slash are strictly prohibited.

## 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. All standing dead trees (snags) shall be protected and left standing.

#### 5.2.3 - Operating Restrictions

#### 5.2.3.1 - Operating restrictions (9/11)

Within Payment Unit(s) 1-3, the operation of feller bunchers is not permitted before 7am or after 9pm. This restriction is due to the close proximity of residences to the Sale Area.

#### 5.2.3.2 - Operating restrictions (9/11)

Within Payment Unit(s) 1-3, cutting, skidding, and hauling are not permitted from October 1 to November 30. This restriction is required to reduce disturbance during the regular archery and firearm deer seasons.

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

Within all Payment Units, 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.

#### 5.2.31 - Landing locations (9/13)

The location of landings will be determined in the pre-sale conference. Landings must be confined to designated sites unless otherwise authorized by the Unit Manager or his/her representative. In general, landings are limited to a "T" turnaround which will accommodate a truck with a 50-foot trailer.

#### 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.

# 5.2.37 - No decking areas (12/08)

No decking is allowed within any designated parking area. Additionally, no equipment storage is allowed in any designated parking area.

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

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

#### 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 skid trails or within the Sale Area 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.

#### 5.4.2 - Skid trails (2/04)

Skid trails up and down slopes should be avoided. If however this is unavoidable, these trails will be left in a non-erodible condition using water bars, logs, and slash. Placing of slash on these skid trails while logging is ongoing may alleviate need for any further action. At the direction of the sale administrator, seed, fertilizer, and mulch may also be required.

#### 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.

#### 7 - Other Conditions

# 7.10 - Certified Timber

# 7.10.1 - Non-certified timber (2/16)

The area encompassed by this timber sale is not certified to the standards of the Forest Stewardship Council (FSC) or the Sustainable Forestry Initiative (SFI). Forest products from this sale may not be delivered to the mill as "FSC and / or SFI certified". The lands within this sale are managed as a State Game Area.

Section Name: Sale Specific Current as of 8/27/2024 12:03:12PM

