



**DEPARTMENT OF NATURAL RESOURCES
STATE OF MICHIGAN**

TIMBER SALE PROSPECTUS #7417

REVISION NOTICE #1 - May 9, 2024

SCHEDULED SALE DATE AND TIME: **3:00 p.m. (local time) on Wednesday, May 15, 2024**

LOCATION: **BALDWIN OFFICE, 2468 W 24th Street, Baldwin, MI 49304**

This prospectus has been modified with the following changes.

Rainy Aspen (63-108-23) has been withdrawn from this prospectus. This sale will be re-offered on Baldwin Prospectus #7440 in June.

We apologize for any inconvenience this may have caused. If you need assistance, please contact David Fisher at 231-745-4651 ext. 9064.



**DEPARTMENT OF NATURAL RESOURCES
STATE OF MICHIGAN
TIMBER SALE PROSPECTUS #7417**

SCHEDULED SALE DATE AND TIME: 3:00 p.m. (local time) on May 15, 2024.

LOCATION: BALDWIN OFFICE, 2468 W 24TH STREET, BALDWIN, MI 49304.

CONTACT NAME: David Flsher

PHONE NUMBER: (231) 745-4651

PROSPECTUS NOTE: 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, CADILLAC MANAGEMENT UNIT, for certain timber on the following described lands:

GNA2 Shady Grade (63-801-24) / T20N, R11W, SEC. 2 , N1/2NW,NWNE.

T21N, R11W, SEC. 35, SESE.

T21N, R11W, SEC. 36, S1/2SW.

Wexford County, Advertised Price \$142,360.20, 90.8 Acres, Jack Pine, Red Pine.

SALE NOTE: 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 belong to the National Forest system and are being managed by the State as part of a Good Neighbor Authority (GNA) agreement. Please contact Joel Taylor with any questions. 231-429-7704.

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. Access may be through other public land.

TIMBER SALE INFORMATION

GNA2 Shady Grade (63-801-24)

T20N, R11W, SEC. 2; T21N, R11W, SEC. 35; T21N, R11W, SEC. 36.

Wexford County (Advertised Price \$142,360.20)

SALE NOTE: 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 belong to the National Forest system and are being managed by the State as part of a Good Neighbor Authority (GNA) agreement. Please contact Joel Taylor with any questions. 231-429-7704.

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. 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:

<u>PRODUCTS & SPECIES</u>	<u>ESTIMATED UNITS*</u>	<u>ADVERTISED PRICE</u>
Sawtimber		
Jack Pine	18.0 MBF	\$ 41.00 / MBF
Red Pine	450.3 MBF	\$ 97.00 / MBF
Pulpwood		
B. T. Aspen	41 Cords	\$ 25.85 / Cord
Beech	5 Cords	\$ 22.05 / Cord
Jack Pine	73 Cords	\$ 19.75 / Cord
Red Pine	2,179 Cords	\$ 43.75 / Cord

* The total volume is statistically estimated within plus (+) or minus (-) 19.76 percent. There are an estimated 3,394 cords on this timber sale, plus or minus 671 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 \$14,236.02 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:

<u>PAYMENT UNIT NUMBER</u>	<u>PERCENT OF TOTAL SALE VALUE</u>
01	7.9%
02	12.2%
03	79.9%

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.

<u>VOLUME</u>		<u>STATISTICAL RANGE IN CORDS</u>		
<u>TOTAL CUBIC FEET</u>	<u>TOTAL CORDS</u>	<u>PERCENT ERROR</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>
268,153	3,394	19.76%	2,723	4,065

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	213,858	2,707	17.32%	2,238	3,176
47	33,215	420	28.90%	299	542
48	21,081	267	32.30%	181	353
TOTAL:	268,153	3,394		2,718	4,071

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
3	72.5	3	72.5
47	15.0	2	15.0
48	3.3	1	3.3
TOTAL:	90.8		90.8

DESCRIPTION OF TIMBER BY PU (PU)

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Red Pine	Sawtimber	75.5	MBF	3.3	\$11,261.00
	Red Pine	Pulpwood	90	Cords		
2	Jack Pine	Sawtimber	2.2	MBF	15.0	\$17,434.45
	Red Pine		111.5	MBF		
	Beech	Pulpwood	5	Cords		
	Jack Pine		6	Cords		
	Red Pine		144	Cords		
3	Jack Pine	Sawtimber	15.8	MBF	72.5	\$113,664.75
	Red Pine		263.3	MBF		
	B. T. Aspen	Pulpwood	41	Cords		
	Jack Pine		67	Cords		
	Red Pine		1,945	Cords		
TOTAL:			468.3	MBF		
TOTAL:			2,298	Cords		

Sale Specific Conditions & Requirements

Sale Name: GNA2 Shady Grade

Sale Number: 63-801-24 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 orange paint. Where Payment Units share a boundary with an adjacent sale, trees are marked with a double chevron in orange paint. The painted boundary line trees are not Included Timber and are to be protected unless marked with green paint.

2 - Timber Specifications

2.1 - Included Timber

2.1.3 - Cut tree marked unit(s) (12/08)

Within Payment Unit(s) 2 and 3, all trees are designated for cutting when marked with blue paint above and below stump height, regardless of merchantability. In addition, the following exceptions apply:

- Within Payment Unit 2, cut all aspen trees that are two (2) inches or greater at DBH.
- Within Payment Unit 3, cut all aspen and beech trees that are two (2) inches or greater at DBH.

2.1.4 - Designated timber unit(s) (6/17)

Within Payment Unit(s) 1, all red pine trees are designated for cutting regardless of merchantability.

2.2 - Utilization

2.2.3 - Stump heights (4/07)

Stump heights within the Sale Area shall not exceed 12 inches for trees greater than 10 inches at DBH and 4 inches for trees smaller than 10 inches at DBH.

2.2.12 - GNA, cut and remove Included Timber (3/18)

Unless provided otherwise herein, the DNR agrees to sell and permit Purchaser to cut and remove Included Timber and Purchaser agrees to purchase, cut, and remove Included Timber.

3 - Payments

3.3 - Pre-measured Sales

3.3.4 - Dividing payment units (7/14)

Payment Unit(s) 3, 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 two divisions per Payment Unit.

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.

4.1.12 - No new roads (1/12)

No new roads will be permitted in any Payment Unit.

4.2 - Maintenance

4.2.1 - Hauling restriction (12/08)

Hauling may be restricted on forest roads by the Unit Manager or his/her representative. The restriction may occur during spring breakup or during wet weather conditions.

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

4.4.5 - Federal property access (3/11)

Permission for access across federal land has been obtained by the DNR.

5 - Operations

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.

5.2.1.12 - 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.

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

5.2.3.1 - Operating restrictions (9/11)

Within Payment Unit(s) 1 and 2, cutting, skidding, and hauling are not permitted during the period of March 1 to July 31. This restriction is due to active raptor nesting.

5.2.3.2 - Operating restrictions (9/11)

Within Payment Unit(s) 3, cutting, skidding, and hauling are not permitted during the period of April 15 to June 15. This restriction is to protect denning American marten females and their young.

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.

5.2.3.11 - Coppice regeneration protection (4/10)

Within Payment Unit 1, cutting, skidding, and hauling are not permitted during the period April 1 to September 30. This restriction is to protect desirable hardwood advanced regeneration.

5.2.3.14 - Heterobasidion root disease (HRD) (3/21)

This plantation is at risk of infection by the root rot fungus, *Heterobasidion irregulare*. To prevent the spread of this disease, cutting operations within Payment Unit(s) 2 and 3, are restricted to the period of January 1st through February 28th. Cutting may only occur outside this period with written permission of the Unit Manager or with the application of a preventative pesticide. Consultation with a forest health specialist will determine if cutting can occur prior to January 1 without pesticide application, dependent upon current and forecasted snow cover. Cellu-Treat and RotStop C are currently the only EPA registered products available in the United States for the control of *Heterobasidion*. Both products are a water-soluble powder that must be applied to the stump, in accordance with the product label. Dye must be added to these products to provide visible evidence of adequate coverage. Application of these pesticides requires licensing by the Michigan Department of Agriculture and Rural Development. All applicators are required to: provide to the Sale Administrator notification of application per requirements in 40 CFR 170.120; and document and provide to the Sale Administrator annually, by December 31 and prior to closure of sale, the volume of product used and acres treated.

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.

5.2.41 - Snowmobile trail protection (9/11)

The 50 1/2 Rd, Hawkins Rd are snowmobile trails and are shown on the Timber Sale Map. Do not cut or damage posts with orange trail markers or traffic control signs. If the trail road is to be used for hauling during the snowmobile season (approximately December 1 through March 31), then a snow-covered base must be left on the trail. Hauling on the trail is permitted only on Tuesday, Wednesday and Thursday during the snowmobile season. If a snow-covered base is not present, hauling may occur on any day.

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 are 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.

5.4.6 - Wet area protection (5/10)

No harvesting operations, including skidding and felling, are to take place within the vernal pond areas or drainages. When harvesting occurs, there should be no disturbance to the vernal pond depression. All equipment, trees and tops should be kept out of this area. Within 100 feet of the pond, equipment should only be used when the soil is in a dry or frozen condition. Care must be taken by the Purchaser to identify and avoid operating in these areas of the timber sale.

5.6 - Debris and Waste Material

5.6.2 - GNA, equipment cleaning (4/24)

(a) Areas, known by the DNR prior to timber sale advertisement, that are infested with invasive species of concern are shown on the Timber Sale Map. A current list of invasive species of concern and a map showing the extent of known infestations is available from the DNR. For purposes of this provision, "Off-Road Equipment" includes all logging and construction machinery, except for log trucks, chip vans, service vehicles, water trucks, pickup trucks, cars, and similar vehicles.

(b) Purchaser shall adhere to the following requirements with regard to cleaning "Off-Road Equipment":

(i) Prior to moving Off-Road Equipment onto the Sale Area, Purchaser shall identify the location of the equipment's most recent operation. Purchaser shall not move any Off-Road Equipment that last operated in an area infested with one or more invasive species of concern onto Sale Area without having cleaned such equipment of seeds, soil, vegetative matter, and other debris that could contain or hold seeds, and having notified the DNR, as provided in (iii). If the location of prior operation cannot be identified, then Purchaser shall assume that the location is infested with invasive species of concern.

(ii) Prior to moving Off-Road Equipment from a cutting unit that is shown on the Timber Sale Map to be infested with invasive species of concern to, or through any other area that is shown as being free of invasive species of concern, or infested with a different invasive species, Purchaser shall clean such equipment of seeds, soil, vegetative matter, and other debris that could contain or hold seeds, and shall notify the DNR, as provided in (iii).

(iii) Prior to moving any Off-Road Equipment subject to the cleaning requirements set forth above, Purchaser shall advise DNR of its cleaning measures and make the equipment available for inspection. DNR shall have 2 days, excluding weekends and State holidays, to inspect equipment after it has been made available. After satisfactory inspection or after such 2 day period, Purchaser may move the equipment as planned. Equipment shall be considered clean when a visual inspection does not disclose seeds, soil, vegetative matter, and other debris that could contain or hold seeds. Purchaser shall not be required to disassemble equipment unless so directed by the DNR after inspection.

(iv) If Purchaser desires to clean Off-Road Equipment on National Forest land, such as at the end of a project or prior to moving to, or through an area that is free of invasive species of concern, Purchaser shall obtain prior approval from the Unit Manager or his/her representative as to the location for such cleaning and measures, if any, for controlling impacts.

(v) Unit Manager or his/her representative may order delay, interruption, or modification of this Contract pursuant to Condition & Requirement 7.3 or 7.3.4.

(c) Nothing contained in this Condition & Requirement shall be interpreted as creating any warranty on the part of the DNR that all locations of invasive species of concern have been described herein, elsewhere in this Contract, or designated on the ground. Following sale advertisement, additional locations may be described or designated, and other species may be added to the list of invasive species of concern. In such event, the Unit Manager or his/her representative may order delay, interruption, or modification of this Contract pursuant to Condition & Requirement 7.3 or 7.3.4.

(d) The parties shall promptly communicate with one another with respect to description or designation of additional locations; discovery of locations of new species or new infestation; and, addition of species to the list of invasive species of concern.

Note: Equipment can be moved from Payment Unit 1 into any other Payment Unit without cleaning equipment. Equipment must be cleaned when moving between all other Payment Units.

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 forest and county roads 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.

6.2.2 - Snowmobile trail posting (10/20)

The Purchaser is responsible for posting and maintaining caution signs on 50 1/2 Rd, 52 Rd, Hawkins Rd and Forest Road 7433 prior to beginning operations during the snowmobile season (approximately December 1 to March 31). The trail 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.

7 - Other Conditions

SKIP

7.1.1 - GNA, title (7/16)

General Condition & Requirement 7.1 is inapplicable. The following applies to this contract.

All right, title, and interest in and to any Included Timber shall remain in USDA Forest Service with the State of Michigan acting on behalf of the USDA Forest Service under this GNA contract, until it has been Measured, removed from Sale Area or other authorized cutting area, and paid for, at which time title shall vest in Purchaser. Title to any Included Timber that has been Measured and paid for, but not removed from Sale Area or other authorized cutting area by Purchaser on or prior to Termination Date, shall remain in USDA Forest Service.

7.3 - Contract Modifications

7.3.4 - GNA, contract suspension and modification (5/16)

(a) The Unit Manager may, by written order, delay or interrupt authorized operations under this contract or, notwithstanding

Condition & Requirement 7.3, modify this contract, in whole or in part:

- (i) To prevent environmental degradation or resource damage, including, but not limited to, harm to habitat, plants, animals, cultural resources, or cave resources;
- (ii) To ensure consistency with land and resource management plans or other documents prepared pursuant to the National Environmental Policy Act of 1969, 42 USC 4321-4347;
- (iii) To conduct environmental analysis, including, but not limited to, engaging in consultation pursuant to the Endangered Species Act of 1973, 16 USC 1531, et seq.; or
- (iv) Upon agreement of the Forest Service, due to administrative appeal or litigation, regardless of whether the Unit Manager's order is required by a court order or this contract is named in such a proceeding.

(b) In the event of an order delaying or interrupting Purchaser's Operations under this Condition & Requirement, Purchaser's remedy shall be:

- (i) a no cost contract extension,
- (ii) reimbursement for Out-of-Pocket Expenses,

however, the foregoing remedies shall be available only to the extent that the Unit Manager's order was the sole and exclusive cause of the delay or interruption of Purchaser's operations.

(c) Remedies awarded to the Purchaser shall not be duplicative, and the Unit Manager shall have the right to structure remedies provided herein to avoid duplicative compensation.

(d) Purchaser agrees that this Condition & Requirement, and the remedies provided herein shall apply regardless of any finding by any court that the DNR failed to comply with any statute, regulation and/or policy in connection with awarding, advertising, or authorizing this sale, or a similar sale.

7.5 - Loss

7.5.2 - GNA, liability for loss (7/16)

If Included Timber is destroyed or damaged by an unexpected event that changes the nature of Included Timber, such as wind, flood, insects, disease, or similar cause, the Purchaser shall bear the timber value loss resulting from such destruction or damage.

Deterioration or loss of timber value due to delay or interruption under 7.3.4 - GNA, contract suspension and modification, shall be borne by the party holding title. In this event, Included Timber to which USDA Forest Service holds title, Purchaser of the State GNA contract will not be obligated to remove and pay for such timber. This Subsection shall not be construed to relieve either party of liability for negligence.

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 belong to the National Forest system and are being managed by the State as part of a Good Neighbor Authority (GNA) agreement.



TIMBER SALE MAP

This information provided by authority of Part 525, 1994 PA 451, as amended.

Sale Number
63-801-24

Date
04/16/2024

Forest Management Unit	County	Mapped By: Joel Taylor
Cadillac Mgt Unit	Wexford/Lake	Cruised By: Joel Taylor

Scale	Page	Of
1:10,000	1	1

Township	Range	Section(s) and Subdivision(s)
20N / 21N	11W	Sec. 2 N1/2NW,NWNE; Sec. 35 SESE; Sec. 36 S1/2SW;

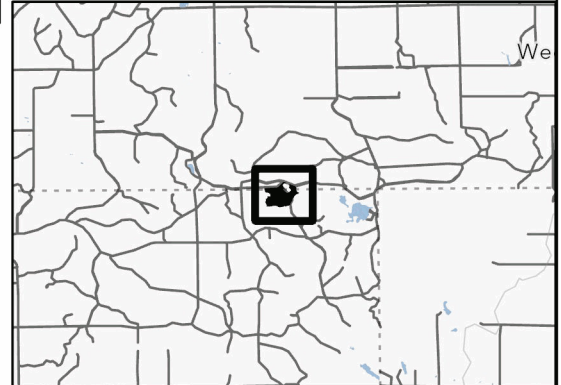
Cover Type

A = Aspen	J = Jack Pine	O = Oak	U = Upland Brush
B = Paper Birch	K = Rock	P = Lowland Poplar	UM = Upland Mix Forest
C = Cedar	L = Lowland Brush	Q = Mixed Swamp Conifer	V = Bog or Marsh
D = Treed Bog	LM = Lowland Mix Forest	R = Red Pine	W = White Pine
E = Swamp Hardwoods	M = Maple, Beech, Birch	S = Black Spruce	X = Non Stocked
F = Spruce/Fir	MC = Mixed Conifer	T = Tamarack	Y = Sand
G = Grass	MD = Mixed Deciduous		Z = Water
H = Hemlock	N = Marsh		

Density

0 = Non Stocked	5 = Pole Timber Medium
1 = Seedling Sapling Poor	6 = Pole Timber Well
2 = Seedling Sapling Medium	7 = Saw Timber Poor
3 = Seedling Sapling Well	8 = Saw Timber Medium
4 = Pole Timber Poor	9 = Saw Timber Well

Locator Map (1:200,000)

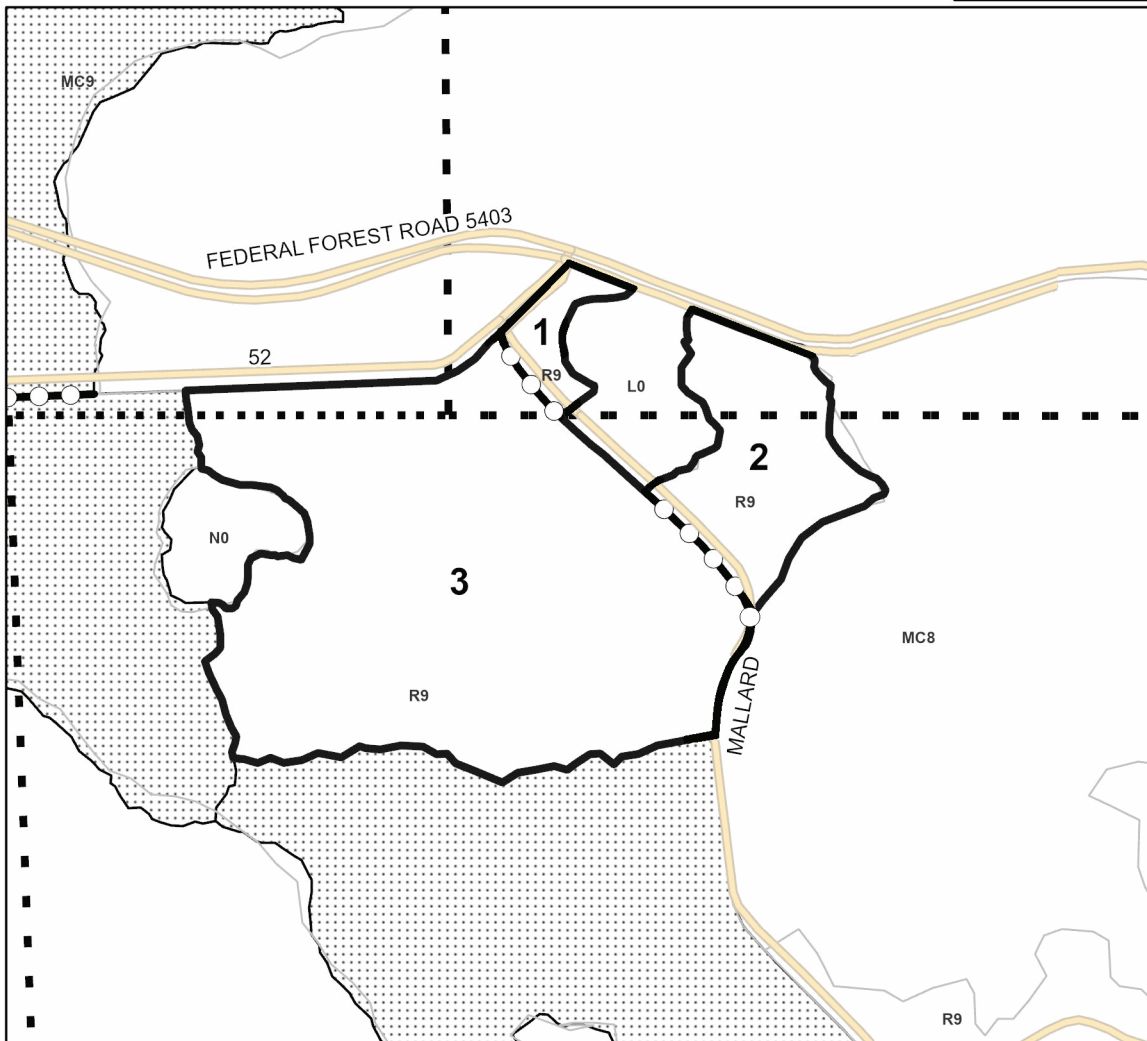
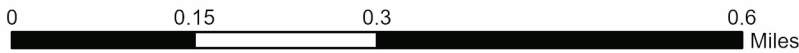


PU # Acres

1	3.3
2	15
3	72.5

GNA2 Shady Grade

90.8 Acres



Legend

- Against USFS (Orange)
- Payment Unit (Orange)
- Stand
- Sections
- Non-DNR Road
- Nearby Timber Sale



Use QR Code to open Map in App

