

STATE OF ALASKA  
DEPARTMENT OF NATURAL RESOURCES  
DIVISION OF FORESTRY & FIRE PROTECTION  
MAT-SU AREA OFFICE

**TIMBER SALE PROSPECTUS**  
**Winter 2023/2024**

**Original Auction Date:**

**March 29, 2024, at 10:00**

**Spruce Conference Room  
101 Airport Road, Palmer AK, 99645**

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## INTRODUCTION

This prospectus is intended to furnish sufficient information to enable prospective bidders to decide whether further investigation of the sale is warranted. Should the prospectus be in error or contradict the sample contract, the sample contract governs. Prospective bidders are urged to examine the timber sale in the field and make their own estimates. Quantities and quality of timber in the contract are estimates and not guaranteed. The sale area and sample contract should be reviewed prior to submission of a bid.

## LOCATION AND AREA

The units are located approximately 10 miles east of the city of Willow, Alaska, off Willer-Kash Road in portions of Township 20 North, Range 3 West, Sections 4, 7, 8, 9, 17, 28, 29 (see Timber Sale Area Maps). These proposed timber sales are designated for harvest and scarification. The timber sale boundaries are shown on the attached Sale Unit Maps and are designated on the ground by the State with pink “timber sale boundary” flagging. The acreage estimate for each unit is based on 1 meter satellite imagery, global positioning systems (GPS), and the use of Geographic Information System data. The acreage is not based on surveyed traverses.

Included herein are the vicinity and sale unit maps. Detailed maps may also be obtained from the **Mat-Su Area Office, Alaska Division of Forestry & Fire Protection, 101 Airport Road, Palmer, AK 99645** or by calling **Stephen Nickel at (907) 761-6301**.

## VOLUME AND DESCRIPTION OF TIMBER

Timber volumes are estimates based on a cruise conducted by Division of Forestry & Fire Protection (DOF) staff using a variable radius plot method with either a 10 BAF or 20 BAF prism. Volumes were calculated for birch and spruce using **U.S. Forest Service Research Note NOR-5**. The sale was designed to be marketable to the local firewood, poletimber and potentially the saw log industry. The condition or operability of the timber is not guaranteed by the State. The State of Alaska neither expressly nor implicitly warrants its quantity estimate, or the quality or marketability of the timber sold. **Estimates are used only to establish minimum bid. Each PURCHASER is required to estimate their own costs and bid accordingly. Percent defect was estimated based on a visual tree assessment using visible indicators and experienced averages in the area.**

The proposed sales are situated on uplands approximately 800 feet above sea level. The terrain is gently sloping to hilly with short pitches (less than 100 feet in length) of 20-40 percent slopes. Harvesting will utilize the modified seed tree system, where all dead spruce, live spruce 5” and larger in diameter at diameter-breast-height (DBH), and all merchantable birch 6” DBH or larger are intended for harvest. Snags for wildlife use, residual birch less than 6 inches (DBH), and all live spruce less than 5 inches DBH will **not** be cut.

Unmerchantable Populus sp. (aspen and cottonwood) and willow will be cut incidental to the timber harvest to encourage prolific regeneration from root and stump sprouts for moose browse and wildlife habitat. Logs may be left on site where they lay for use as habitat. Furthermore, the logger will be required to leave at least 3 snags per acre for wildlife use as described in the contract. Where feasible, evenly scattered clumps of 3-5 leave trees will be preferred over single trees to reduce the chance of windthrow, provide better protection for the root systems of the remaining trees, provide additional habitat and cover for wildlife, and serve as a seed source for regeneration. Residual leave trees will be protected from damage during harvest operations.

## ACCESS

The sale is accessed by driving east on Hatcher Pass Road from the Parks Highway in Willow, Alaska at Mile Post 71.2 of the Parks Highway. Travel east on Hatcher Pass Road (also called Willow Fishhook Road) for approximately 6.5 miles to Shirley-Towne Road and turn north. Proceed on Shirley-Towne Road approximately ½ mile to the T intersection in the road which is just across the Willow Creek Bridge on Shirley-Towne Road. Turn east (right) at the T and proceed approximately ½ mile east and north to the Jim Carter Road & the Willer-Kash Road junction at a gravel parking area. Proceed east and north up the Willer-Kash Road for approximately 6.1 miles. State Forestry staff designated the units in the field with pink timber sale boundary flagging. All road improvements and required maintenance along with logging roads or skid trail construction is the responsibility of the purchaser.

The contractor is responsible for maintaining the Willer-Kash Road and all other dirt roads used in connection with this timber sale at all times in as good or better shape as when accessed in order to accommodate other uses of the area and the people that live there. Contractors are responsible for any logging road construction, repair, and maintenance including snowplowing if active operations are underway. The purchaser will coordinate traffic control, and timber hauling operations so as to minimize impact on the traveling public, and provide for safety on all roads connecting to the timber sale including the Willer-Kash Road, Jim Carter Road, Shirley-Town Road, Hatcher Pass Road, and the Parks Highway. Any logging or log hauling permits required by the Matanuska-Susitna Borough are the sole responsibility of the successful bidder/contractor.

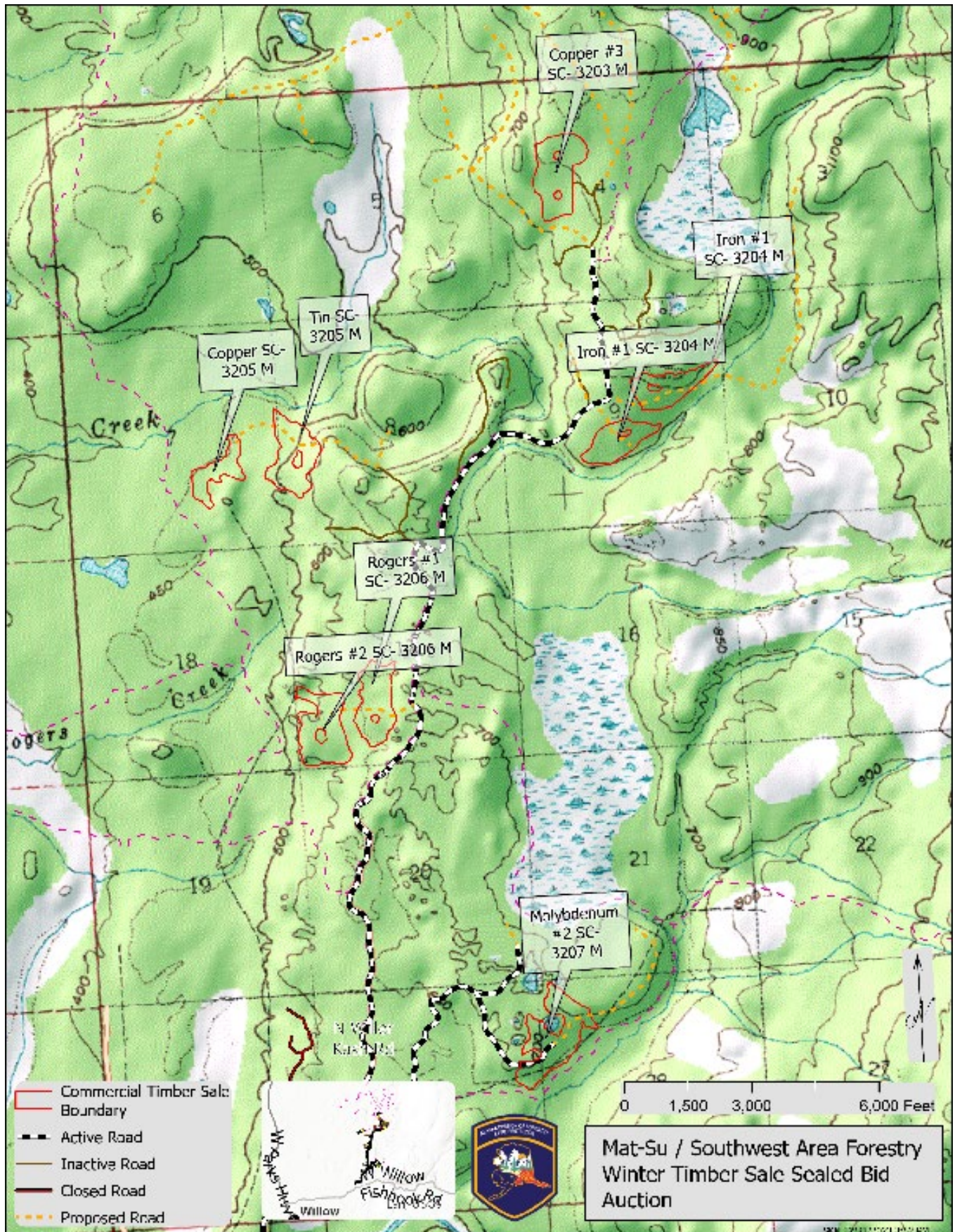
The sale area is typically available for logging and some hauling activity in all four seasons but will be closed to some logging and all hauling during break up and saturated soil conditions to preserve road surfaces etc. Specifically, the Willer-Kash road system will be closed to log truck and heavy truck hauling on or before April 7<sup>th</sup> each year due to Spring breakup conditions and the risk of road damage. No rutting will be allowed on any of the roads in, to or from the harvest units.

All roads and skid trails will be required to be maintained to the standards of 11 AAC95.285-.335 of the Forest Resources and Practices Regulations. All logging roads, spur roads, and skid trails will be put to bed by the purchaser upon cessation of use that lasts more than 30 days in duration and upon termination in accordance with the Forest Resources and Practices Regulations on road closure (11 AAC 95.320 and .365) and the contract. For winter roads, log truck hauling on logging & spur roads will be allowed when the underlying ground is frozen sufficiently to support equipment. This requires a minimum of 8 inches of snow and 6 inches of frost, or as approved by the DOF in writing.

The Willer-Kash Road system is used frequently by people mushing dogs, riding snowmobiles & ATV's and by hunters/berry pickers. Purchasers will be expected to factor and reasonably accommodate the public into all of their operational activities on the road systems. The purchaser will be contractually required to post signs as necessary to advise other trail users of logging and trucking operations.



# TIMBER SALE AREA MAP



## TIMBER SALE UNIT DETAILS

### Copper #3 SC-3203M, ADL 234289

The Copper #3 harvest unit had been partially logged in 2018/2019, with approximately 26 acres remaining to be cut. An undetermined volume of felled trees remain within the cut portion of this unit and will be included in the sale of this unit but not counted in the volume or stumpage estimates. The condition of these logs is not verified. The white spruce range from approximately 6-8" DBH and average 45 feet tall, while the birch range from approximately 9-11" DBH and average 58 feet tall. Most of the spruce are beetle killed and have varying levels of decay in the lower portion of the stem. Boundaries of the unit are flagged with pink "Timber Sale Boundary." This unit includes an island of trees that will remain unharvested to meet Susitna Forestry Guidelines and to retain habitat values.

There is an estimated 494 cunits of birch and 12 cunits of white spruce remaining to be harvested in this unit. Defect is estimated at 5% for this unit.

Improvements: No new roads need to be built, but the current access road may need some improvement to facilitate operations.

Scarification Bonding: \$3,250

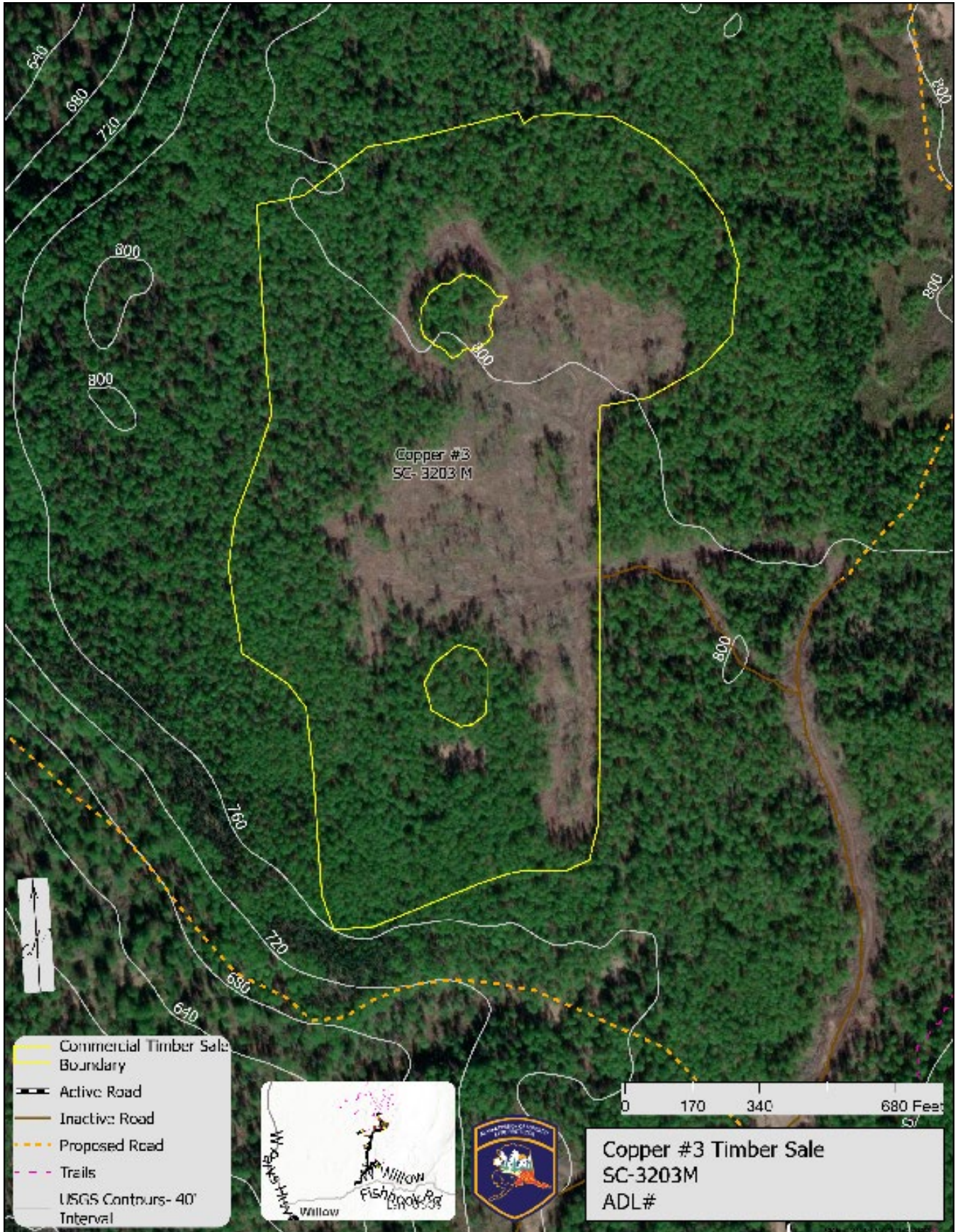
Performance Bonding: \$2,000

**Estimated Net Volume in Cunits (100 cubic feet)**

Sale Name	Unit Designation	Paper Birch Fuelwood	White Spruce Fuelwood	Black Spruce Fuelwood	Unit Price (\$/Cunit)	Appraised Value
Copper #3		494	12		\$9	\$4,557



Copper #3 Map



## Molybdenum #2 SC-3207M, ADL 234291

The 45.5 acre Molybdenum #2 unit is primarily poletimber birch ranging from 5” DBH to 12” DBH and average 50 feet tall. Spruce is a minor component of this unit, ranging between 5 and 9” DBH and average 40 feet tall. Most of the spruce are beetle killed and have varying levels of decay in the lower portion of the stem. A logging road provides access to this unit, passing through another harvest unit that was sold in 2019. This road extends approximately ¼ mile into this unit before terminating. There is an estimated 582 cunits of birch and 22 cunits of spruce in this unit. Defect is estimated at 5% defect. Boundaries of the unit are flagged with pink “Timber Sale Boundary.”

Improvements: No new roads need to be built, but the current access road may need some improvement to facilitate operations.

Scarification Bonding: \$5,688

Performance Bonding: \$2,000

**Estimated Net Volume in Cunits (100 cubic feet)**

<b>Sale Name</b>	<b>Unit Designation</b>	<b>Paper Birch Fuelwood</b>	<b>White Spruce Fuelwood</b>	<b>Black Spruce Fuelwood</b>	<b>Unit Price (\$/Cunit)</b>	<b>Appraised Value</b>
<b>Molybdenum 2</b>		<b>582</b>	<b>22</b>		<b>\$9</b>	<b>\$5,435</b>



# Molybdenum #2 Map



## CONTRACT REQUIREMENTS AND STIPULATIONS

The Purchaser will have 30 days from the receipt of the contract for signing to return it to the Mat-Su Area Forester, properly signed and notarized and with the required payment submitted as defined above and in the contract in order to execute the contract.

**Scarification** to mineral soil will be required over 50% of the upland area in all units. Scarification is the removal of the top grassy brush vegetative matt and root layer, while preserving as much as possible the underlying topsoil. Scarification is usually 6 to 8 inches deep in a grassy forest understory. Scarification is required to be completed within 6-months after harvest or by the time the contract expires. The Scarification Bond will be released back to the contractor after scarification is successfully completed and approved by the State Division of Forestry & Fire Protection. Non-compliance with the scarification requirements of this timber sale will constitute a breach of contract and PURCHASER will be in default. The contractor may forfeit bonds to cover damages suffered by the state in the default of this contract in order to cover the costs of the performance of this requirement to scarify the units of the timber sale. These sales will require the maintenance of access as identified above and in accordance with the contract.

## AUTHORITY

The cutting and removal of timber shall be carried out under the authority of the Alaska Statutes, Title 38, Public Lands, Chapter 05, Alaska Land Act, Article 4, entitled "Disposal of Timber and Materials," and Title 11, Alaska Administrative Code, Chapter 71, Articles 1-5 inclusive, referred to as the "Timber and Material Sales" Regulations.

## PERIOD OF CONTRACT

All contract obligations shall be completed within **5-years** of contract execution. In order to protect soil productivity and environmental quality, the State reserves the right to temporarily suspend operations.

## BONDS

1. Performance Bond. The performance bond will be deposited with the State upon execution of this contract. The amount of the performance bond is noted in the description of each sale unit.
2. Scarification Bond. All units of this timber sale require scarification. A scarification bond will be deposited with the State prior to commencing operations in units to be harvested. The scarification bond will be based on \$125.00/acre. The amount of the scarification bond at a minimum will equal the acreage harvested and unscarified times \$125.00/ acre. The minimum scarification bond is listed in the description of the individual sale units. The purchaser will maintain the bond to reflect the acres to be harvested and not scarified as it changes during the period of this contract. The State will determine the adequacy of the scarification completed by the purchaser and will reduce the scarification bond held proportional to the acreages actually scarified.

## SALE PROCEDURES-BID DEPOSIT REQUIREMENTS

1. **These sales will be sold by public oral outcry auction. The auction will begin at 10:00 AKST on Friday March 29, 2024 in the Spruce Conference room in the Mat-Su Area Office, Alaska Division of Forestry & Fire Protection, 101 Airport Road, Palmer, AK 99645,**
2. **To qualify for bidding all bidders must submit to the selling agent ( forester-in-charge):**
  - a. **Each bidder must to the selling agent a copy of a current, valid business license in the name of the bidder,**

**Or**

  - b. **If bidding as an agent for an individual, a partnership, corporation, or other legally established firm, the agent must present a power-of-attorney or other notarized authorization creating such agency to the selling agent. An agent may represent only one principal during each auction and may not also participate in his own behalf.**
  - c. **The apparent successful bidder may be required to furnish a sworn financial statement showing ability to fulfill the terms of the contract.**

3. **Any individual or firm bidding on state timber must be licensed to do business in the State of Alaska. The business license must be kept current during the life of the contract. Award of a timber sale may be withheld if the apparent high bidder fails to submit a copy of a current business license.**
4. **Bid Procedure**
  - a. Pre-auction announcements and description of bid procedure. Eligible bidders must submit a copy of their current business license.
  - b. Bid order for the sales will start with the lowest SC Number and proceed consecutively. **Specifically, first SC-3203M, then SC-3204M, then SC-3205M, then SC-3206M, and finally SC-3207M.**
  - c. Start of bidding. Bid deposits will constitute an opening bid. Interested bidders provide 1) a bid deposit equaling or exceeding 10% of the minimum bid price, and 2) a completed bid form with the qualifying bid (available at the auction). Bid deposits must be cash, certified check, cashiers check or money order. Personal checks are NOT acceptable as opening bid deposits.
  - d. During the oral auction the initial bid increase will be rounded up to the closest \$100 or \$50 increment above the total appraisal price of the sale depending on appraised value. For Sale units appraised at greater than \$15,000, each successive minimum bid increase will be \$100. For Sale units appraised under \$15,000, each successive minimum bid increase will be \$50.
  - e. One minute is allowed between bids.
  - f. At the end of the bidding (or day) the successful bidder must bring his deposit up to 10% of the final bid. A company check will be accepted for bringing the difference in bid deposit up to the new deposit amount after bidding.
  - g. Bid deposits will be accepted for the next sale. Before each sale is auctioned, a description of some of the highlights of that particular sale will be covered. Time is allowed before each sale for interested parties to put in their bid deposits. Each sale must have at least the minimum bid on each species/product.
5. **The State reserves the right to reject any and all bids. A bid will be rejected if it contains a condition or qualification on, or a material alteration of, the terms specified. A bid will be rejected if it is submitted without the required cash or cashiers' check in the amount of the bid deposit.**
6. **Sales for which no sealed bids are received may be offered over-the-counter without re-advertisement.**
7. All of the successful bidder's deposits will be credited to the total amount due to the State of Alaska for stumpage or bonds.
8. The deposits furnished by the unsuccessful bidders shall be returned immediately to the unsuccessful bidders. The deposits furnished by the high bidder whose bid was declared acceptable shall be retained as liquidated damages if the high bidder does not execute the contracts and furnish satisfactory bonds within thirty (30) days of receipt of the contract for execution.
  - a. A deposit of cash, certified check, money order, cashier's check or any combination of these in favor of the Department of Natural Resources, equal to ten percent (10%) of the total amount bid. The PURCHASER may apply the bid deposit to the timber sale bond. If the high bidder fails to execute the contract within the allotted 30 days, the bid deposit will revert to the State of Alaska.



## PAYMENT

PURCHASER'S Bid Deposit is due the day of the auction and it shall be applied to the Stumpage Fee Payment on the unit. The remainder of the *accepted bid* for the sale shall be due the State as stumpage fees. The Purchaser shall make the stumpage fee payment for the unit, which includes the Bid Deposit, and also pay the Performance Bond to the State on or before the contract execution date. The contract execution date is 30 days after the date of the timber sale auction.

## METHOD OF PAYMENT

**These are "lump-sum" sales. The PURCHASER shall pay the full contract price for the sales, or any payment unit of the sales, before any timber may be cut or removed from the sales. Stumpage payments are non-refundable.**

## RESERVATIONS

The state reserves the right to waive technical defects in this prospectus and reject any and all high bids. The State reserves the right to award the timber for the amount of the next high bid to the next highest bidder if the Director considers the highest bidder unqualified to fulfill the requirements of the contract, or if the contract is not executed by the highest bidder. The State also reserves the right to waive any informality in the bids received whenever the waiver is in the best interests of the State.

## MAT-SU BOROUGH TIMBER HARVEST PERMIT

A Timber Harvest Permit may be required by the Borough for forestry projects larger than 40 acres. Contact the MSB in Palmer at (907) 745-9863 regarding compliance with this ordinance.

## GENERAL

Further information, including copies of this prospectus, bid form and sample contract may be obtained at the following web site, <https://forestry.alaska.gov/timber/matsu> or by writing to Stephen Nickel at the Mat-Su Area Office, Alaska Division of Forestry & Fire Protection, 101 Airport Road, Palmer, AK 99645 or by calling (907) 761-6301. The information and documents may also be picked up in person, by prior telephone arrangement, at the Mat-Su Area Office.

## AUTHORITY

**The cutting and removal of timber shall be carried out under the authority of the Alaska Statutes, Title 38, Public Lands, Chapter 05, Alaska Land Act, Article 4, entitled "Disposal of Timber and Materials," and Title 11, Alaska Administrative Code, Chapter 71, Articles 1-5 inclusive, referred to as the "Timber and Material Sales" Regulations.**