

# Mansbarger

an instant. COVID-19 was introduced to America and the proverbial wheels came off. Nothing was really known about this virus, so there were reasons to be alarmed. For the first time in the history of our country we had a lockdown. Only those essential jobs were allowed to work. Everything else came to a screeching halt. We have never quarantined the healthy in our nation, but we did it in 2020.

In the 45 years I have been a Christian, this was the first time the church was shut down. It was deemed that the church wasn't essential. Now the golf course was, but not the church. We won't belabor that thought today. Many Americans immediately were out of work, and really weren't sure what they would do. The government decided to give out stimulus checks to help those in great need, which proved to be a great help.

Life is all about learning. We should always be working to be smarter. Looking back, we know that a lockdown was a mistake. Now, don't misunderstand me, I believe our leaders did the best they could in a very difficult time. Hopefully we have become a lot smarter than we were early on. I never try to be political about issues because that is not what I have been called to do. I am not sure if the virus was worse, or the media's reporting on it. I am convinced people are still scared to death of COVID-19. In all reality, the death rate is unbelievably low.

In the midst of all the negativity that has been spread in 2020, I still believe it has been a good year. For the church, it forced us to change the way we think, and adapt to the tools available to continue to reach people. Thanks to technology we have been able to put worship services on the internet, which we continue to do even though we are worshipping together. It is one more tool to promote the Gospel. On any given Sunday you can go to our website, [www.gracecc-marion.com](http://www.gracecc-marion.com), and hear messages from all our pastors.

In retrospect, 2020 was a good year. It helped us see what we can do when we are forced to think outside the box. It helped us be creative and make changes that we would otherwise never make. It has helped me to be more sensitive to the needs of others more than before. My prayer for our great nation is that we would move past this virus in 2021 and be productive

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people again. Every experience is a learning experience, and we all learned a lot this year. May the Lord prepare us for whatever

comes our way in the New Year.  
Happy New Year!

**NOTICE TO TAXPAYERS OF PROPOSED GENERAL ORDINANCE**

NOTICE IS HEREBY GIVEN THE TAXPAYERS OF THE CITY OF MARION, INDIANA, THAT THE COMMON COUNCIL OF THE CITY OF MARION, INDIANA, WILL HOLD A PUBLIC HEARING ON THE **5th** DAY OF **JANUARY, 2021**, AT THE HOUR OF 7:00 P.M. IN THE COUNCIL CHAMBERS OF THE MARION MUNICIPAL BUILDING, 301 SOUTH BRANSON STREET, MARION, INDIANA, OR THROUGH ZOOM MEETINGS, TO CONSIDER THE FOLLOWING:

**GENERAL ORDINANCE NO. 24-2020**  
An Ordinance establishing regulations regarding spending of the Economic Development Income Tax Fund.

TAXPAYERS APPEARING AT SUCH MEETING MAY BE HEARD CONCERNING ALL REMONSTRANCES AND OBJECTIONS.

DEBORAH CAIN  
PRESIDING OFFICER

ATTEST:  
KATHLEEN KILEY  
CITY CLERK  
12/23

**NOTICE OF ADMINISTRATION**

IN THE GRANT SUPERIOR COURT III, GRANT COUNTY, INDIANA  
IN THE MATTER OF THE UNSUPERVISED ESTATE OF RUTH E. LAUER  
**ESTATE NO. 27D03-2012-EU-000125**  
Notice is given that GAIL E. BRICKER was on the 17th day of December 2020, appointed Personal Representative of the Estate of Ruth E. Lauer, who died intestate on December 2, 2020. The Personal Representative is authorized to administer the estate without Court supervision.  
All persons who have claims against this estate, whether or not now due, must file the claim in the office of the Clerk of this Court within three (3) months from the date of the first publication of this notice, or within nine (9) months after the Decedent's death, whichever is earlier, or the claims will be forever barred.  
Dated at Marion, Indiana on: December 18, 2020.  
  
Pamela K. Harris  
CLERK, GRANT SUPERIOR COURT III  
  
ATTORNEY FOR ESTATE  
H. Joseph Certain, Attorney #3172-27  
Kiley, Harker & Certain  
300 West Third Street  
Marion, IN 46952  
Phone-(765) 664-9041  
12/23 & 12/30

STATE OF INDIANA )  
)  
COUNTY OF GRANT )

IN THE GRANT SUPERIOR COURT I  
  
Cause No. 27D01-2011- MI-169  
  
DANIEL A. WEATHERLY )  
Plaintiff, )  
)  
v. )  
)  
MICHAEL B. TOTTEN )  
STEPHANIE C. TOTTEN AND )  
THE HEIRS, DEVISEES, LAGATEES, EXECUTORS, )  
ADMINISTRATORS, SUCCESSORS, ASSIGNS, )  
TRUSTEES, RECEIVERS, GRANTEES AND )  
LESSEES OF MICHAEL B. TOTTEN OR STEPHANIE )  
C. TOTTEN, DECEASED, )  
)  
Defendants )

**NOTICE TO NON-RESIDENTS & UNKNOWN DEFENDANTS**  
  
TO: MICHAEL B. TOTTEN, STEPHANIE C. TOTTEN AND THE HEIRS, DEVISEES, LAGATEES, EXECUTORS, ADMINISTRATORS, SUCCESSORS, ASSIGNS, TRUSTEES, RECEIVERS, GRANTEES AND LESSEES OF MICHAEL B. TOTTEN OR STEPHANIE C. TOTTEN, DECEASED  
  
You are hereby notified that that above-named Plaintiff has filed a lawsuit against you in the Grant Superior Court No. 1 at the Grant County Courthouse in Marion, Indiana in the above entitled cause of action, naming you as Defendants. The named Plaintiff is represented by Spitzer Herriman Stephenson Holderead Conner & Persinger, LLP. The nature of this lawsuit is a Complaint to quiet title of the following described real estate located in Grant County, State of Indiana, to-wit:  
  
Commencing seventy-seven and one half (77 ½) feet East and Thirty-four and three fourths (34 ¾) feet South of the Northwest corner of Lot No. 1 in F.S. McKinney's Subdivision of Out lots 2 and 3 and part of 4 in D.S. McKinney's Addition of Outlots to the town, now City of Marion, Grant County, Indiana, known as Marion Sunny Side, thence West 155 feet to Boots Street, thence South thirty-four and three-fourths (34 ¾) feet, thence East 135 ½ feet; thence North 19 ½ feet thence East 19 ½ feet, thence North 14 ½ feet to the place of beginning, being a part of lots 1 and 15 in Sub-division and part of St. John Street, vacated.  
  
Common Address: 1907 S. Boots Street, Marion, Indiana 46952  
Parcel Number: 27-07-07-402-061.000-002 (the "Property")  
  
An answer or other response in writing to the complaint must be filed either by you or your attorney within thirty (30) days after the third notice of suit is published, and if you fail to do so, judgment by default may be rendered against you for the relief demanded by the Plaintiff.  
  
IN WITNESS WHEREOF, I have hereunto set my hand and seal of this Court on November 20, 2020.  
  
/s/Pam Harris  
Clerk of the Grant Superior Court 1  
  
Michael D. Conner  
SPITZER HERRIMAN STEPHENSON  
HOLDEREAD CONNER & PERSINGER, LLP  
122 E. Fourth Street  
Marion, IN 46952  
Telephone (765) 664-7307  
12/16, 12/23 & 12/30

**NEED BUSINESS FORMS?**  
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OF WABASH COUNTY

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**Grant County Public Safety Communication Infrastructure Project - Rebid**

Notice is hereby given that the Grant County Commissioners, hereinafter referred to as "Owner", are receiving sealed bids for work related to the above-mentioned project. The following information and special notice are presented to prospective bidders.

A.

**Project Information**

1. Project Name:  
Grant County Public Safety Communication Infrastructure Project

2. Project Owner:  
Grant County Commissioners  
401 S. Adams St.  
Marion, IN 46952

3. Project Description:  
The project encompasses work at three sites within Grant County. Each site will consist of a 75' x 75' compound that contains a three-legged public safety communication tower, an 8' x 12' fiberglass equipment shelter, a diesel-fired generator, an electrical transformer, and an electrical service disconnect switch on a pole. Each compound will be surfaced in gravel. The foundation for each tower will consist of three concrete piers, extending into the ground and onto a reinforced concrete mat foundation. The shelters, generators, and transformers will have concrete bases. Each tower will have obstruction lighting. Each compound is enclosed with a chain link fence with barbed wire along the top.

4. Contract Documents Prepared By:  
PYRAMID Consulting  
203 Good Ave.  
Indianapolis, IN 46219  
Phone: 317-396-9426

B.

**Bidding Format**

1. The project will be bid and constructed using multiple trade packages. The following packages are being bid at this time:  
Trade Package 31: Earthwork  
Trade Package 32F: Chain Link Fence

2. The following packages were previously bid and awarded:  
Trade Package 03C: Cast-in-Place Concrete  
Trade Package 26: Electrical  
Trade Package 35TL: Self-Supported Tower (Labor Only)  
Trade Package 35TM: Self-Supported Tower (Material Only)

3. Construction contracts will be directly between the individual trade package contractors and the Owner, and overall construction administration of the project will be the responsibility of PYRAMID.

C.

**Bidding Documents**

1. Bidding documents will be made available after 2:00pm (local time), Thursday, December 17, 2020.

2. Bidding documents may be obtained through the following:  
Reprographix – Indianapolis  
Phone: 317-637-3377  
[www.reprographix.com](http://www.reprographix.com)

D.

**Bid Delivery:**

1. Bids shall be sent or delivered in person to:  
Grant County Auditor's Office  
401 S. Adams St., 2<sup>nd</sup> Floor  
Marion, IN 46952

2. Bids will be received at the above address until the following date and time:  
9:00am (local time), Monday, January 4, 2021.

3. This will be considered "bid time" unless subsequently revised by addendum). Bids received after "bid time" will be returned unopened.

4. Bids will be held unopened until the following date and time, at which point they will be opened and publicly read at the location below:  
10:00am (local time), Monday, January 4, 2021  
Grant County Council Chambers  
401 S. Adams St., 1<sup>st</sup> Floor  
Marion, IN 46952

5. Faxed or e-mailed bids will not be accepted.

6. Bidders are required to enclose with each bid the following bid forms (in duplicate):  
a. Bid Document 003000 – Stipulated Bid Form – Base Bid.  
b. Bid Security (see below)  
c. Financial Statement

7. Bidders are required to enclose with each bid the following bid forms (in duplicate):  
a. Bid Document 001300 – State Board of Accounts Form 96 (including financial statement)  
b. Bid Document 003000 – Stipulated Bid Form – Base Bid.  
c. Bid Security (see below)

8. Each envelope that bids are included in is required to have a label on the outside indicating project name as well as the contractor's name and address.

E.

**Miscellaneous Provisions**

1. Each proposal shall be accompanied by a certified check or acceptable bidder's bond made payable to the Owner, in a sum of not less than five percent (5%) of the total amount of the highest aggregate proposal, which check or bond will be held by the Owner as evidence that the bidder will, if awarded the contract, enter into the same with the Owner upon notification from him to do so within ten (10) days of said notification. Should a successful bidder withdraw his bid, or fail to execute a satisfactory Contract, the Owner may then declare the bid deposit of bond or check forfeited as liquidated damages but not as a penalty.

2. For contracts over \$200,000, approved performance and payment bonds guaranteeing faithful and proper performance of the work and materials, to be executed by an acceptable surety company, will be required of the Contractor at the time he executes his contract. The bond will be in the amount of 100% of the Contract Price and must be in full force and effect throughout the term of the Construction Contract plus a period of twelve (12) months from the date of substantial completion.

3. The Owner reserves the right to reject any proposal, or all proposals, or to accept any proposal or proposals, or to make such combination of proposals as may seem desirable, and to waive any and all informalities in bidding. Any proposal may be withdrawn prior to the above scheduled time for the opening of proposals or authorized postponement thereof. Any proposal received after the time and date specified shall not be considered. The Owner reserves the right to accept or reject any bid or waive any informality or errors in bidding for a period of 90 days after bid date.

4. A conditional or qualified Bid will not be accepted. Award will be made to the low, responsive, responsible bidder.

5. All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the project throughout.

6. Proposals shall be properly and completely executed on proposal forms included in the Project Manual. Proposals shall include all information requested by State Board of Accounts Form 96 (Revised 2013) included within the Project Manual. Under Section III of Form 96, the Bidder shall submit a financial statement. The Owner may make such investigations as deemed necessary to determine the ability of the Bidder to perform the work and the Bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the Agreement and to complete the work contemplated therein.

7. Each Bidder is responsible for inspecting the Project site(s) and for reading and being thoroughly familiar with the Contract Documents and Specifications. The failure or omission of any Bidder to do any of the foregoing shall in no way relieve any Bidder from any obligation with respect to its Bid.

12/16 & 12/23