

**F I L E D**  
IN THE CIRCUIT COURT OF MADISON COUNTY, MISSISSIPPI  
MADISON COUNTY

JUN 05 2023

IN RE: ANITA WRAY, CIRCUIT CLERK CIVIL CAUSE NO. 23-152-JM  
BY Jle D.C.

APPLICATION TO PAY THE CLAIM OF APAC-MISSISSIPPI, INC.,  
FOR SERVICES AND MATERIALS RECEIVED BY MADISON  
COUNTY, MISSISSIPPI

**ORDER**

THIS MATTER coming before the Court on application to pay the claim of APAC-Mississippi, Inc. for certain products and materials delivered to Madison County, for which the county acknowledges receipt, but which nonetheless were procured in a manner inconsistent with the then-prevailing procurement statutes, as the county, admittedly, did not receive two (2) quotes, for said services and materials, that were valued in excess of Five-Thousand dollars, in the aggregate.

It appearing that an invoice from APAC-Mississippi, Inc., in the amount of \$8,009.76, for said road improvement materials was presented to Madison County, and that the Chief Financial Officer of the county recommended that the invoice be rejected for payment because the services and materials valued in the amount of \$8,009.76 were not procured as a result of the presentment of two (2) quotes.

It further appearing that pursuant to the official minutes of Madison County Board of

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Supervisors that the invoice in the amount of \$8,009.75 was denied for payment to APAC-Mississippi, Inc., because the county did not receive two (2) quotes prior to issuance of the Purchase Order for said road materials. Both parties agree that the road materials were delivered by APAC-Mississippi, Inc., accepted and utilized by Madison County, in the exercise of its duties to maintain county roads.

It further appearing that §19-13-31 MS Code of 1972 (Annotated) authorizes the Circuit Court to order payment for materials and products that were requested and received by Madison County, for which payment could not be made under the regular procurement processes of the county, because the county did not follow the statutory process of receiving two (2) quotes prior to the issuance of Purchase Order ##220014, under which the road materials were delivered by APAC-Mississippi, Inc.

It further appearing that APAC-Mississippi, Inc., the vendor in this matter, has agreed to the substance of the aforementioned Application and Complaint for Declaratory Relief; has entered its Joinder in the Complaint; has waived service of process through its authorized representative; and has agreed to the Form of the Order, in this matter.

And the Court having jurisdiction of the subject matter and the parties is of the opinion that said claim should be paid pursuant to §19-13-31 MS Code of 1971 (Annotated.)

NOW, THEREFORE, BE IT ORDERED that the Madison County Board of Supervisors be, and they are hereby authorized and empowered to pay to APAC-Mississippi, Inc., the amount of \$8009.75, which reflects the amount due for the volume cost of road materials for which two


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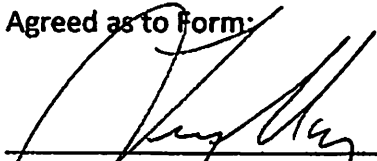
(2) quotes were not obtained by Madison County, prior to the issuance of the purchase order in this matter, and that the Clerk and Comptroller of the Madison County Board of Supervisors are hereby authorized to place the amount of \$8009.75 upon the Claims Docket for due payment by the Madison County Board of Supervisors to APAC-Mississippi, Inc.

SO ORDERED on this the 15<sup>th</sup> day of ~~May~~ <sup>June</sup> 2023.

  
CIRCUIT JUDGE

For the Madison County Board of Supervisors:

  
\_\_\_\_\_  
Mike Espy, MSB #5240  
Mike Espy PLLC  
4450 Old Canton Rd., Suite 205  
Jackson, MS 39211

Agreed as to Form:  
  
\_\_\_\_\_  
Authorized Representative  
APAC-Mississippi, Inc.

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