

IN THE CIRCUIT COURT OF MADISON COUNTY, MISSISSIPPI

IN RE:

APR 03 2014

CAUSE NO. CI-2014-071-JE

APPLICATION TO PAY THE BEAUFORT  
VULCAN MATERIALS FOR PRODUCTS  
RECEIVED BY MADISON COUNTY, MISSISSIPPI

ORDER

THIS MATTER coming before the Court on application to pay claim of Vulcan Materials, for products delivered to Madison County, Mississippi without proper Purchase Orders; and

It appearing that there have been presented to the Madison County Board of Supervisors certain invoices of Vulcan Materials, in the amount of \$4,994.99, said invoices being for products delivered to Madison County, Mississippi; and

It further appearing that said products were delivered per the request of Madison County, Mississippi by Vulcan Materials, and a copy of said Resolution denying said claims are attached hereto and incorporated herein for all purposes; and

It further appearing that the Madison County Board of Supervisors acknowledges that the products were requested by and on behalf of Madison County, but that the proper documentation via purchase order from the county was not utilized; and

It further appearing that § 19-13-31 authorizes the Circuit Court to order for payment of said products which were requested and received by Madison County, but for which proper purchase order and documentation was not

236/605

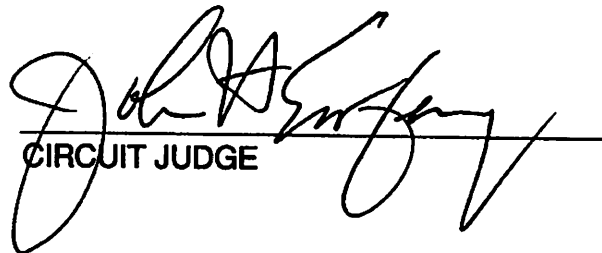
completed;

It further appearing that Vulcan Materials, vendor in this matter, has agreed to the substance of the aforementioned Complaint, has entered its Joinder to this Application and Complaint, has waived service of process through its authorized representative, and has Agreed to the Form of the Order in this matter; and

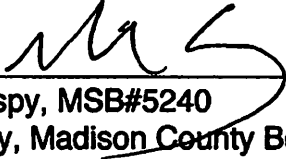
And the Court having jurisdiction of the subject matter and the parties is of the opinion that said claim should be paid pursuant to § 19-13-31.

NOW, THEREFORE, BE IT ORDERED that the Madison County Board of Supervisors be and they are hereby authorized and empowered to pay to Vulcan Materials, said invoices in the aggregate amount of \$4,994.99 for the products requested and received on behalf of Madison County, Mississippi, and that the Clerk of the Board of Supervisors be and is hereby authorized and empowered to place the same upon the claims docket for payment by the Madison County Board of Supervisors.

SO ORDERED on this the 2<sup>nd</sup> day of April 2014.

  
CIRCUIT JUDGE

**Presented on Behalf of the Board of Supervisors By:**



\_\_\_\_\_  
Mike Espy, MSB#5240  
Attorney, Madison County Board of Supervisors

Mike Espy PLLC  
317 E. Capitol, Suite 101  
Jackson, MS 39201  
Phone (601) 355-9101

**Agreed as to Form:**

  
\_\_\_\_\_  
Authorized Representative      *Credit Mgr*  
Vulcan Materials



# MADISON COUNTY BOARD OF SUPERVISORS

125 West North Street • Post Office Box 608  
Canton, Mississippi 39046  
601-855-5500 • Facsimile 601-855-5759  
www.madison-co.com

**APPROVED**  
**BY MADISON COUNTY**  
**BOARD OF SUPERVISORS**  
Date 9/3/13  
ARTHUR JOHNSTON, CHANCERY CLERK  
BY [Signature] D.C.

**TO:** Madison County Board of Supervisors

**FROM:** Comptroller's Office

**DATE:** August 25, 2013

**SUBJECT:** Claim Rejection (Vulcan Construction Materials, LP)

State law requires a purchase order for any purchases greater than 1,000.00. Madison County received two invoices from Vulcan Construction Materials. One of which, the Road Department prepared a requisition requesting to purchase #7 washed limestone from LaFarge in Vicksburg. Per the Road Department's request, the Purchase Clerk issued Purchase Order #130464 to LaFarge for said limestone. The Road Department mistakenly picked up the limestone from Vulcan Materials in Vicksburg (Invoice# 30320970) instead of LaFarge. The purchase clerk discovered several days later that the Road Department had picked up the limestone from the wrong vendor. State law forbids us from issuing an after-the-fact purchase order to Vulcan for the mistakenly picked-up limestone. Madison County does not have a valid purchase order in place for limestone mistakenly picked up from Vulcan.

Another invoice (#30286671) from Vulcan Construction Material relates to overages on a purchase order. As stated, we only have authority to pay up to the amount of the purchase order.

For those reasons we are asking the Madison County Board of Supervisors to reject the overage unpaid amount on invoice #30286671 and to reject the claim on invoice #30320970 to Vulcan Construction Materials, LP. They are listed below:

	Date	Invoice#	Amount
1.	May 14, 2013	30286671	\$65.60
2.	June 30, 2013	30320970	\$2,699.73

The Board of Supervisors has directed its counsel to seek an expedited and appropriate remedy through the filing of a Declaratory Complaint in the Circuit Court of Madison County. In compliance with the anticipated Order, Madison County expects to satisfy the herein-above invoices.

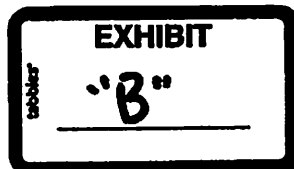
Thank you for your assistance in this matter.

Attachments

John Bell Crosby, District One  
Ronny Lott, District Two

Gerald Steen, District Three  
Karl M. Banks, Sr., District Four

Paul Griffin, District Five  
Arthur Johnston, Chancery Clerk





Materials Company and Affiliates  
CENTRAL REGION, VULCAN CONSTRUCTION MATERIALS, LP

CUSTOMER NO: 69317-140194  
INVOICE NO: 30286671  
INVOICE DATE: 5/14/2013  
INVOICE AMT: \$ 540.27  
ORDER: 3037937  
DUE DATE: 6/15/2013

SHIP TO: FOB Plant

Madison County - County Wide

SOLD TO: VICKSBURG, MS

MADISON CNTY ROAD DEPARTMENT  
P O BOX 608  
CANTON, MS 39046

To ensure proper credit, please include remittance or list invoice numbers on your check remittance and send to  
Vulcan Materials  
Drawer 0344  
PO Box 11407  
Birmingham, AL 35246-0344  
INQUIRIES: 205-298-3662

\*\*\* REBILL \*\*\*  
**INVOICE**

PO 130346

PLEASE DETACH AND RETURN WITH REMITTANCE

TAX EXEMPT I.D.: lc

SALES REP		LOCATION		PO NUMBER		REF.		CONTRACT NO.	
11547 Brett VanderMeed		VICKSBURG SALES YARD		130346					
INVOICE #	INVOICE DATE	CUSTOMER NUMBER		LOCATION	ORDER	BILL OF LADING			FOB
30286671	5/14/2013	69317-140194		4435-141	3037937				PICKUP
SHIP DATE	TICKET	VEHICLE	PROD. CODE	DESCRIPTION		UOM	QUANTITY	PRICE	AMOUNT
5/7/2013	15200521	MC 83	27271	7 WASHED WHITE		Ton	20.01 20.01*	27.000	540.27 540.27 *
									<65.60>
									<i>pd up to PO amt claim</i>
						CLAIM#	RECEIVED 135724		
							JUL 10 2013		
						VENDOR#	15360		
						CLAIM#	150300631		
Total Quantity		20.01		Taxes:		Percent:		Amt:	
Total Freight								Sales Tax	
								474.67	
TERMS:		NET 15th PROX - Payable in full by the 15th of each month following month of shipment.							
								Total Invoice	
								5 540.27	
<small>For each month or part thereof that amounts due hereunder are not paid when due, there will be added to such amount a late charge computed at the rate of 1 1/2% per month or at the maximum rate permitted under applicable law or at such lesser rate as may be established by Vulcan from time to time. Customer shall pay all cost of collection including a reasonable attorney's fee for services rendered by suit or otherwise in collecting past due invoices.</small>									
									Page 1 of 1



Materials Company and Affiliates  
CENTRAL REGION, VULCAN CONSTRUCTION MATERIALS, LP

SHIP TO 130273 - Madison County  
Madison County Road Dept  
Road Dept  
CANTON, MS  
SOLD TO

CUSTOMER NO: 69317-140194  
INVOICE NO: 30320970  
INVOICE DATE: 6/30/2013  
INVOICE AMT: \$ 2,699.73  
ORDER: 3051449  
DUE DATE: 7/15/2013

MADISON CNTY ROAD DEPARTMENT  
P O BOX 608  
CANTON, MS 39046

To ensure proper credit, please include remittance or list invoice numbers on your check remittance and send to:  
**Vulcan Materials**  
Drawer 0344  
PO Box 11407  
Birmingham, AL 35246-0344  
INQUIRIES: 205-298-3662

# INVOICE

PLEASE DETACH AND RETURN WITH REMITTANCE TAX EXEMPT I.D.: TE

SALES REP		LOCATION		PO NUMBER		REF		CONTRACT NO.		
11547 Brett VanderMeed		VICKSBURG SALES YARD		130464						
INVOICE #	INVOICE DATE	CUSTOMER NUMBER		LOCATION	ORDER	BILL OF LADING			FOB	
30320970	6/30/2013	69317-140194		4435-141	3051449				PICKUP	
SHIP DATE	TICKET	VEHICLE	PROD. CODE	DESCRIPTION	UOM	QUANTITY	PRICE	AMOUNT		
6/28/2013	15200728	MC 80	27271	7 WASHED WHITE	Ton	19.97	27.000	539.19		
6/28/2013	15200729	MC 83	27271	7 WASHED WHITE	Ton	20.25	27.000	546.75		
6/28/2013	15200730	MC 81	27271	7 WASHED WHITE	Ton	20.21	27.000	545.67		
6/28/2013	15200731	MC 82	27271	7 WASHED WHITE	Ton	20.04	27.000	541.08		
6/28/2013	15200732	MC 83	27271	7 WASHED WHITE	Ton	19.52	27.000	527.04		
						99.99*		2,699.73 *		
Total Quantity		99.99		Taxes	Percent	Amt	Sales Tax			
Total Freight										
TERMS: NET 15th PROX - Payable in full by the 15th of each month following month of shipment.								Total Invoice		\$ 2,699.73
<small>For each month or part thereof that amounts due hereunder are not paid when due, there will be added to such amount a late charge computed at the rate of 1 1/2% per month or at the maximum rate permitted under applicable law or at such lesser rate as may be established by Vulcan from time to time. Customer shall pay all cost of collection including a reasonable attorney's fee for services rendered by suit or otherwise in collecting past due invoices.</small>										
									Page 1 of 1	



Materials Company and Affiliates  
CENTRAL REGION  
Vulcan Construction Materials LP  
PO Box 385016  
Birmingham AL 35238-5016

# CUSTOMER STATEMENT

Customer No	Statement Date	Page
69317-140194	02/28/2014	1 of 1

MADISON CNTY ROAD DEPARTMENT  
P O BOX 608  
CANTON, MS 39046

RECEIVED  
MAR 10 2014

CURRENT MONTH ACTIVITY	
Beg Balance	4,994.99
Billings	0.00
Payments	0.00
Adjustments	0.00
Late/Finance Chrg	0.00
<b>NEW BALANCE</b>	<b>\$4,994.99</b>
REMIT PAYMENT TO:	
Vulcan Construction Materials LP Drawer 0344 PO Box 11407 Birmingham AL 35246-0344 Phone: 1-800-777-8752	

Acct Rep: Brett VanderMeeden vandermeedenb@vmcmail.com      Credit Rep: Pam Putman putmanp@vmcmail.com      Location: SGC\_140194

Delivery Location	INVOICES				Orig Inv No	Adjustment Reason	Balance
	Date	Due Date	Inv No	Class			
Madison County - County Wide	05/14/2013	06/15/2013	30286671	INV	30268953		65.60
130417 - Madison County - #7 -	06/18/2013	07/15/2013	30305156	INV			2,229.66
130273 - Madison County	06/30/2013	07/15/2013	30320970	INV			2,699.73

FEB-14	JAN-14	DEC-13	NOV-13	> 4 Mos	Balance Due
0.00	0.00	0.00	0.00	4,994.99	<b>\$4,994.99</b>

TERMS / DISCOUNTS	CLASS CODES
Credit Terms of Sale: Credit Terms of Sale are NET15THPROX . A LATE CHARGE OF 1 1/2% PER MONTH (ANNUAL PERCENTAGE RATE OF 18%) may be assessed on past due invoices. In order to avoid late charges, payments must be received by due date.	INV Invoices CB Chargeback Invoices DM Debit Memo CM Credit Memo PMT Payment



# MADISON COUNTY BOARD OF SUPERVISORS

125 West North Street • Post Office Box 608  
Canton, Mississippi 39046  
601-855-5500 • Facsimile 601-855-5759  
www.madison-co.com

**TO:** Madison County Board of Supervisors

**FROM:** Comptroller's Office

**DATE:** January 6, 2014

**SUBJECT:** Claim Rejection (Vulcan Construction Materials, LP)

**APPROVED**  
BY MADISON COUNTY  
BOARD OF SUPERVISORS  
Date 1/6/14  
Cynthia Parker, Chancery Clerk  
By C Parker *CC*

State law requires a purchase order for any purchases greater than 1,000.00. Madison County received an invoice from Vulcan Construction Materials. In which, the Road Department prepared a requisition requesting to purchase #7 washed limestone from LaFarge in Vicksburg. Per the Road Department's request, the Purchase Clerk issued Purchase Order #130417 to LaFarge for said limestone. The Road Department mistakenly picked up the limestone from Vulcan Materials in Vicksburg (Invoice# 30305156) instead of LaFarge. The purchase clerk discovered several days later that the Road Department had picked up the limestone from the wrong vendor. State law forbids us from issuing an after-the-fact purchase order to Vulcan for the mistakenly picked-up limestone. Madison County does not have a valid purchase order in place for limestone mistakenly picked up from Vulcan.

For those reasons we are asking the Madison County Board of Supervisors to reject the claim to Vulcan Construction Materials, LP. Listed below:

	Date	Invoice#	Amount
1.	June 18, 2013	30305156	\$2,229.66

The Board of Supervisors has directed its counsel to seek an expedited and appropriate remedy through the filing of a Declaratory Compliant in the Circuit Court of Madison County. In compliance with the anticipated Order, Madison County expects to satisfy the herein-above invoices.

Thank you for your assistance in this matter.

Attachments





Materials Company and Affiliates  
CENTRAL REGION, VULCAN CONSTRUCTION MATERIALS, LP

SHIP TO: 130417 - Madison County - #7 - June 2013  
DO NOT EXCEED 100 tons  
130417 - Madison County - # 7 - June 2013  
DO NOT EXCEED 100 tons  
MADISON, MS  
SOLO TO:

CUSTOMER NO: 69317-140194  
INVOICE NO: 30305156  
INVOICE DATE: 6/18/2013  
INVOICE AMT: \$ 2,229.66  
ORDER: 3079564  
DUE DATE: 7/15/2013

MADISON CNTY ROAD DEPARTMENT  
P O BOX 608  
CANTON, MS 39046

To ensure proper credit, please include remittance or list invoice numbers on your check remittance and send to:  
Vulcan Materials  
Drawer 0344  
PO Box 11407  
Birmingham, AL 35246-0344  
INQUIRIES: 205-298-3662

# INVOICE

PLEASE DETACH AND RETURN WITH REMITTANCE TAX EXEMPT I.D.: TE

SALES REP		LOCATION		PO NUMBER	REF.	CONTRACT NO.			
11549 Tyler Kee		VICKSBURG SALES YARD		140194					
INVOICE #	INVOICE DATE	CUSTOMER NUMBER		LOCATION	ORDER	BILL OF LADING		FOB	
30305156	6/18/2013	69317-140194		4435-141	3079564			PICKUP	
SHIP DATE	TICKET	VEHICLE	PROD. CODE	DESCRIPTION	UOM	QUANTITY	PRICE	AMOUNT	
6/17/2013	15200710	MC 83	27271	7 WASHED WHITE	Ton	20.55	27.000	554.85	
6/17/2013	15200712	MC 81	27271	7 WASHED WHITE	Ton	20.39	27.000	550.53	
6/17/2013	15200713	MC 83	27271	7 WASHED WHITE	Ton	21.08	27.000	569.16	
6/17/2013	15200714	MC 81	27271	7 WASHED WHITE	Ton	20.56	27.000	555.12	
						82.58*		2,229.66 *	
Total Quantity		82.58		Taxes:	Percent:	Amt:	Sales Tax		
Total Freight									
TERMS:		NET 15th PROX - Payable in full by the 15th of each month following month of shipment.				Total Invoice		\$ 2,229.66	
<small>For each month or part thereof that amounts due hereunder are not paid when due, there will be added to such amount a late charge computed at the rate of 1 1/2% per month or at the maximum rate permitted under applicable law or at such lesser rate as may be established by Vulcan from time to time. Customer shall pay all cost of collection including a reasonable attorney's fee for services rendered by suit or otherwise in collecting past due invoices.</small>									
								Page 1 of 1	