



## **Kansas Department for Children and Families**

### **Agreement for Providing Water/Wastewater Assistance Payments to Utilities**

This Agreement between the Kansas Secretary of the Department for Children and Families (hereinafter referred to as "DCF") and vendor name (hereinafter referred to as "Water Vendor") is entered into for the purpose of ensuring that the Low Income Water Assistance payments made on behalf of eligible recipients are credited according to standards established under the American Rescue Plan Act of 2021 and the Consolidated Appropriations Act of 2021 (Public Law No: 116-260). The term of this Agreement extends from dates to be determined.

#### **1. SCOPE OF SERVICES**

This Agreement shall govern the purchase of water services from the Water Vendor on behalf of households eligible for the Low-Income Household Water Assistance Program (LIHWAP), known as the Emergency Water Assistance Program (EWAP) in Kansas and will be referred to as such going forward. As set by Term Eleven in the supplemental terms and conditions, Federal funds awarded under this grant shall be used as part of an overall emergency effort to prevent, prepare for, and respond to the COVID-19 pandemic, with the public health focus of ensuring that low-income households have access to drinking water and wastewater services. The funds will be used to cover and/or reduce arrearages, rates and fees associated with reconnection or preventions of disconnection of service, and rate reduction to eligible households for such services. This Agreement is a contract between the Kansas Department for Children and Families and the vendor name for the provision of water bill payments to assist low-income households with water and wastewater reconnection and prevention of disconnect. The parties acknowledge that this Agreement and the services provided by the Water Vendor are governed by and subject to the federal and state laws and regulations in accordance with the Low-Income Household Water Assistance Program supplemental terms and conditions.

#### **2. TERMS OF AGREEMENT**

- a) The Agreement period shall be effective date to be determined through date to be determined. The Agreement shall not bind, nor purport to bind, the state for any commitment in excess of the original Agreement period. DCF alone shall have the right to renew the entire Agreement or any portion thereof. In the event DCF exercises such right, all terms and conditions, requirements and specifications of the renewed Agreement or portions thereof, shall remain the same and apply during renewal periods. This Agreement shall become effective upon signature by authorized representatives of the Water Vendor and DCF and shall apply to drinking water or wastewater services provided to eligible customers under EWAP.

- b) Any changes to the Agreement, whether by modification and/or supplementation must be accomplished by a formal amendment to the Agreement signed and approved by and between the duly authorized representative of the Water Vendor and DCF prior to the effective date of such modification. No other method or document, including correspondence, acts, or communications by or from any person, shall be used or construed as an amendment or modification to the Agreement.
- c) This document expresses the complete agreement of the parties and performance shall be governed solely by the specification and requirements contained herein. This Agreement shall be interpreted in accordance with the laws of the State of Kansas.

### **3. RESPONSIBILITIES**

#### **DCF Responsibilities:**

- a) Determine eligibility of households that apply for Emergency Water Assistance.
- b) To assign a vendor number to each Water Vendor after the Agreement is signed.
- c) Make efforts to minimize the time elapsing between the receipt of funds and their disbursement to the Water Vendor.
- d) Make payments in a timely manner to the Water Vendor on behalf of eligible households for the term of this Agreement.
- e) Notify customer and Water Vendor of the customer's eligibility and total benefit amount.
- f) Incorporate policies that assure the confidentiality of eligible household's usage, balance, and payments.
- g) Comply with all relevant state and federal laws and regulations in the implementation of EWAP. Follow all supplemental terms and conditions as set forth by the Administration for Children and Families. DCF shall provide notice of any changes or amendments to policies or guidelines for LIHWAP. Such notice may be distributed by email.
- h) DCF will be responsible to collect and retain the following program data indicators from the households set forth in Terms Ten and Eleven of the supplemental terms and conditions.

#### **Water Vendor Responsibilities:**

- a) Provide DCF a copy of the Employer Identification Number Document or Social Security card which was issued to the Water Vendor and which displays the number used by the IRS as the Water Vendor's tax identification number.
- b) Provide DCF with at least one designated contact person who shall be available to respond by telephone and electronic mail to all reasonable inquiries regarding EWAP household accounts, including but not limited to bills, payments and services.
- c) Provide DCF with customer account information necessary to complete EWAP eligibility determination upon request to include but not limited to consumption history and account balances.

- d) Notify DCF immediately when the tax identification number is changed. A new W-9 form will need to be completed and returned to DCF.
- e) Notify DCF within 10 days of the following Water Vendor changes: the name of the company; ownership of the company; contact person; contact/billing information; services to be provided; or service coverage area.
- f) Notify the customer of the amount of benefit payment applied to the customer's account.
- g) Within 48 hours of receipt of payment, apply the benefit payment to the customer's current/past due bill, deposit/reconnection fees, or arrearages to eliminate the amount owed by the customer and agree to maintain service to customer for a period of 30 days.
- h) Not treat adversely, or discriminate against any household that receives assistance payments, either in the cost of the goods supplied or the services provided.
- i) Accept the EWAP payment made on behalf of an eligible customer, and not use any portion of the EWAP payment made on behalf of the eligible customer for reimbursement of fees charged by collection agencies.
- j) In the event the recipient terminates service with the Water Vendor, that Water Vendor shall refund to DCF any unused payments within 30 days of the final billing statement, unless other guidance is provided by the DCF EWAP program administrator.

#### **4. CONFIDENTIALITY**

- a) The Water Vendor agrees to restrict utilization of any information related to eligible customers of EWAP and not use or disclose any information related to its eligible customers to any parties except DCF and/or DCF's agents or contractors. The Water Vendor shall also comply with all applicable state and federal laws dealing with privacy and confidentiality. If it is determined that the Water Vendor is out of compliance with the requirements of this paragraph, this Agreement shall immediately be declared null and void.
- b) The Water Vendor shall ensure that all persons in its employment who are authorized to have access to and/or use information obtained from DCF, as described in this Agreement, are aware of and understand these confidentiality conditions. Any information must be strictly limited to employees with a "need to know" and must not, under any circumstances, be shared with anyone else. If it is determined that the Water Vendor is out of compliance with this provision, this Agreement shall be declared null and void.

#### **5. General Conditions**

- a) **DISCRIMINATION:** The Water Vendor shall not discriminate against any household because of race, religion, color, sex, national origin, age, disability, political beliefs,

sexual orientation, gender identity, or any other basis prohibited by state or federal law relating to discrimination.

b) **FRAUD:** The Water Vendor will be permanently disqualified from participating in the EWAP upon the first finding of EWAP fraud. Fraud includes, but is not limited to, intentionally providing false information to DCF or knowingly allowing others to do so; intentional failure to notify DCF of a change in circumstances that affects payments received by the Water Vendor; accepting payments that the Water Vendor knows, or by reasonable diligence should know, it is not entitled to; or otherwise making a claim for a payment to which the Water Vendor is not entitled pursuant to the terms of this Agreement and all applicable rules, regulations, laws and statutes. Repayment of any fraudulent payments must be made to DCF unless contrary to a court order.

c) **NON-FRAUD OVERPAYMENTS:** For overpayments received by the Water Vendor that are not the result of intent to defraud, the Water Vendor shall be required to repay the full amount to DCF.

**6. TERMINATION**

This Agreement may be terminated by either party with a thirty (30) day written notice to the other party. Termination shall not extinguish authorized obligations incurred during the term of the Agreement. If funding is withdrawn, reduced, or eliminated, the agency has the right to terminate this Agreement immediately.

**7. ASSIGNMENT OF AGREEMENT**

Neither party may assign the Agreement or any of the rights, benefits and remedies conferred upon it by this Agreement to a third party without the prior written consent of the other party, which consent shall not be unreasonably withheld.

The Water Vendor and DCF do hereby agree to the conditions set forth in this Agreement.

**DCF**

**Water Vendor**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

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Name of Agency

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Name of Company

# CORPORATE APPLICATION FOR LICENSE TO SELL CEREAL MALT BEVERAGES

(This form has been prepared by the Attorney General's Office)

City or  County of Uniontown

SECTION 1 – LICENSE TYPE			
Check One: <input type="checkbox"/> New License <input checked="" type="checkbox"/> Renew License <input type="checkbox"/> Special Event Permit			
Check One: <input type="checkbox"/> License to sell cereal malt beverages for consumption on the premises. <input checked="" type="checkbox"/> License to sell cereal malt beverages in original and unopened containers and not for consumption on the licensed premises.			
SECTION 2 – APPLICANT INFORMATION			
Kansas Sales Tax Registration Number (required):		83-1885256	
I have registered as an Alcohol Dealer with the TTB. <input checked="" type="checkbox"/> Yes (required for new application)			
Name of Corporation Claytons Inc		FEIN 83-1885256	
Corporation Street Address 123 Indian Rd		Corporation City Moran	State KS
Date of Incorporation 9/12/2018		Articles of Incorporation are on file with the Secretary of State.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Resident Agent Name Dane Clayton		Phone No. 620-224-4320	
Residence Street Address 123 Indian Rd		City Moran	State KS
Zip Code 66755			
SECTION 3 – LICENSED PREMISE			
<b>Licensed Premise</b> (Business Location or Location of Special Event)		<b>Mailing Address</b> (If different from business address)	
DBA Name Union Station		Name Dane Clayton	
Business Location Address 684 Maple Rd		Address 123 Indian Rd	
City Uniontown, KS 66779		City Moran, KS 66755	
State KS		State KS	
Zip 66779		Zip 66755	
Email Address(s) Please separate values with a comma.			
Business Phone No. 620-756-4884		<input checked="" type="checkbox"/> Applicant owns the proposed business location. <input type="checkbox"/> Applicant does not own the proposed business location.	
Business Location Owner Name(s) Dane & Ronni Clayton			
SECTION 4 – OFFICERS, DIRECTORS, STOCKHOLDERS OWNING 25% OR MORE OF STOCK			
List each person and their spouse*, if applicable. Attach additional pages if necessary.			
Name Dane Clayton		Position President	Date of Birth 3/23/1986
Residence Street Address 123 Indian Rd		City Moran	State KS
Zip Code 66755			
Spouse Name Ronni Clayton		Position Secretary	Date of Birth 3/24/1987
Residence Street Address 123 Indian Rd		City Moran	State KS
Zip Code 66755			
Name		Position	Date of Birth
Residence Street Address		City	State
Zip Code			
Spouse Name		Position	Age
Residence Street Address		City	State
Zip Code			
Name		Position	Date of Birth
Residence Street Address		City	State
Zip Code			
Spouse Name		Position	Age
Residence Street Address		City	State
Zip Code			

RECEIVED  
Date: 12/3/2021

**SECTION 4 – OFFICERS, DIRECTORS, STOCKHOLDERS OWNING 25% OR MORE OF STOCK (CONTINUED)**

Name	Position		Date of Birth
Residence Street Address	City	State	Zip Code
Spouse Name	Position		Date of Birth
Residence Street Address	City	State	Zip Code
Name	Position		Date of Birth
Residence Street Address	City	State	Zip Code
Spouse Name	Position		Date of Birth
Residence Street Address	City	State	Zip Code
Name	Position		Date of Birth
Residence Street Address	City	State	Zip Code
Spouse Name	Position		Date of Birth
Residence Street Address	City	State	Zip Code
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Spouse Name	Position		Date of Birth
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Spouse Name	Position		Date of Birth
Residence Street Address	City	State	Zip Code
Name	Position		Date of Birth
Residence Street Address	City	State	Zip Code
Spouse Name	Position		Date of Birth
Residence Street Address	City	State	Zip Code

**SECTION 5 – MANAGER OR AGENT INFORMATION**

My place of business or special event will be conducted by a manager or agent.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
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If yes, provide the following:

Manager/Agent Name	Phone No.	Date of Birth
Residence Street Address	City and State	Zip Code

**Manager or Agent Spousal Information\***

Spouse Name	Phone No.	Date of Birth
Residence Street Address	City and State	Zip Code

**SECTION 6 – QUALIFICATIONS FOR LICENSURE**

Applies to each partner or member of a firm or association AND their spouses\*. Enter lowest residency length number\*\*.

Are all persons identified in Sections 4 & 5 Citizens of the United States*?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
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Is the person identified in Section 5 currently a resident of Kansas*?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
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All persons identified in Sections 4 & 5 are at least 21 years old*?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
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All persons in Sections 4 & 5 have been a Kansas resident for at least	_____	years prior to submitting this application.**
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Within 2 years immediately preceding the date of this application, have any persons identified in Sections 4 & 5 been convicted of, released from incarceration for or released from probation or parole for any of the following crimes*: (1) Any felony; (2) a crime involving moral turpitude; (3) drunkenness; (4) driving a motor vehicle while under the influence of alcohol (DUI); or (5) violation of any state or federal intoxicating liquor law?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
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Does the partnership, firm or association have a manager, officer, director or stockholder owning in the aggregate more than 25% of the stock of a corporation that has had any license issued pursuant to the Kansas Liquor Control Act, Kansas Club and Drinking Establishment Act or Kansas Cereal Malt Beverage Act, revoked for a violation of such acts?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
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Has the spouse of any partner or member ever been convicted of any of the crimes identified in Section 6 during the time the partner or member held a CMB license?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
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**SECTION 7 – DURATION OF SPECIAL EVENT**

Start Date	Time	<input type="checkbox"/> AM <input type="checkbox"/> PM
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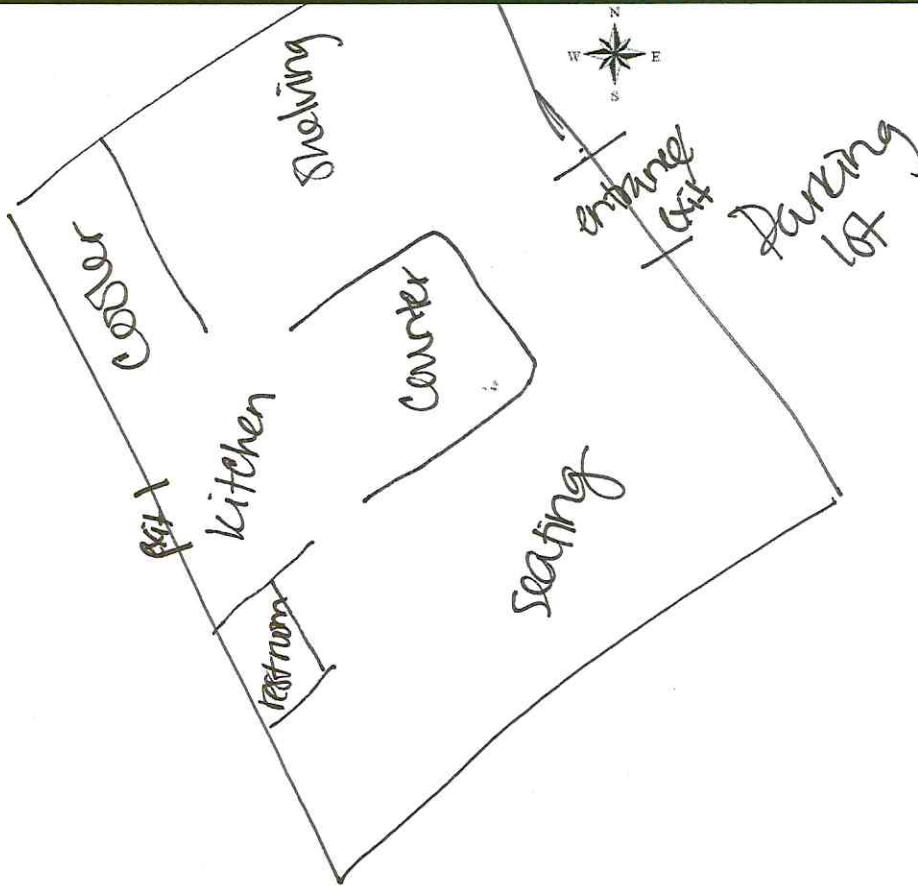
End Date	Time	<input type="checkbox"/> AM <input type="checkbox"/> PM
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Proceed to Section 8 on the next page.



**SECTION 8 – LICENSED PREMISE**

In the space below, draw the area you wish to sell or deliver CMB. Include entrances, exits and storage areas. Do not include areas you do not wish to license. If you wish to attach a drawing, check the box:  8 1/2" by 11" drawing attached.



I declare under penalty of perjury under the laws of the State of Kansas that the foregoing is true and correct and that I am authorized by the corporation to complete this application. (K.S.A. 53-601)

SIGNATURE *Anna Clifton* DATE 11/28/21

FOR CITY/COUNTY OFFICE USE ONLY:

License Fee Received Amount \$ 25.00 Date 12/3/2021  
 (\$25 - \$50 for Off-Premise license or \$25-200 On-Premise license)

\$25 CMB Stamp Fee Received Date 12/3/2021

Background Investigation  Completed Date \_\_\_\_\_  Qualified  Disqualified

Verified applicant has registered with the TTB as an Alcohol Dealer

New License Approved Valid From Date \_\_\_\_\_ to \_\_\_\_\_ By: \_\_\_\_\_

License Renewed Valid From Date 11/1/2022 to 12/31/2022 By: \_\_\_\_\_

Special Event Permit Approved Valid From Date \_\_\_\_\_ to \_\_\_\_\_ By: \_\_\_\_\_

A PHOTOCOPY OF THE COMPLETED FORM, TOGETHER WITH THE STAMP FEE REQUIRED BY K.S.A. 41-2702(e), MUST BE SUBMITTED WITH YOUR MONTHLY REPORT (ABC-307) TO THE ALCOHOLIC BEVERAGE CONTROL, 109 SW 9TH ST, 5TH FLOOR, PO BOX 3506, TOPEKA, KS 66601.

\* Applicant's spouse is not required to meet citizenship or age requirements. If renewal application, applicant's spouse is not required to meet the no criminal history requirement. K.S.A. 41-2703(b)(9)

KEEP THIS LICENSE POSTED CONSPICUOUSLY AT ALL TIMES

Fee, \$ 50.00

No. 48

# DEALER'S RETAIL LICENSE

From January 1, 2022 To December 31, ~~Yr~~ 2022  
Month Day Year Month Day Year

To All Whom It May Concern:

License is hereby granted to Claytons Inc to sell at retail

## CEREAL, MALT BEVERAGES

For sale in original and unopened containers and not for consumption on the premises

(State if for consumption on the premises, or for sale in original and unopened containers and not for consumption on the premises.)

at Union Station 684 Maple Rd

(Give exact location, with street number, if any.)

in the City of Uniontown in Bourbon County, Kansas,

Application therefor, on file in the office of the City Clerk of said City, having been approved by the governing body of such City as provided by the Laws of Kansas and the rules, regulations and ordinances pertaining thereto.

This License will expire December 31, 2022, unless sooner revoked, is not transferable, nor will any refund of the fee be allowed thereon.

Given under our hands and the corporate seal of said City, this 14th

(SEAL) day of December, 2021

Countersigned: \_\_\_\_\_ Mayor.

Alt. Gen. Rev. 11-73 & Appr. 7-79 City Treasurer. \_\_\_\_\_ City Clerk.  
Form B-373 89236



## CONSOLIDATED RURAL WATER DISTRICT #2

715 215th Street  
Fort Scott, KS 66701  
(620) 223-1110

December 2, 2021

City of Uniontown  
PO Box 51  
Uniontown, KS 66779

### RATE INCREASE CONFIRMATION

Effective January 1, 2022, there will be a rate increase in our rates to you, due to a rate increase from the City of Fort Scott. The new rate to you will be \$7.82 per 1,000 gallons.

Sincerely,

Mark Pollmeier  
Manager  
Consolidated RWD #2

*7.5% increase*

12/6/21

# WATER RATE ADJUSTMENT @ 2022 ESTIMATED EXPENSES

## Debt Payment & Reserve

Fixed Expenses and User Base Charge	\$ 19,486.00	Expense	Annually	Monthly
Debt Payment	\$ 3,000.00	<u>\$22,486.00</u>	<u>\$142.32</u>	<u>\$11.86</u>
Reserve Requirement	\$ 22,486.00	158	12	
Total Fixed Expense		Customers	Months	

## 2022 Estimated Expenses

Variable Expenses and Cost For (Consumption) Charge	57,275.00	Equals	Use charges @ 1,000 Gallons	Monthly
Wholesale Water Purchase	\$ 4,500.00	<u>\$93,072.00</u>	7,356	<u>\$12.653</u>
Repairs & Maintenance	\$ 6,000.00	Dec		
Operational Costs	\$ 12,337.00	2020+Jan thru		
Personal Services	\$ 1,460.00	Nov 2021		
Professional Services	\$ 11,500.00	Sales Gallons		
Transfers to Other Funds	\$ 93,072.00			
Total Variable Expense				

**Required Monthly Charge** For A Customer That Consumed 5,000 Gallons  
(Includes 2022 Debt Payment)

Base Charge	Inside	Outside
Use Charges	\$11.86	\$12.86
	\$50.61	\$52.61
	<u>\$62.47</u>	<u>\$65.47</u>

2021 Current Monthly Charge For A Customer That Consumed 5,000 Gallons

Current Minimum Fee	Inside	Outside	2021	Inside	2021	Outside
Use Charges	\$25.69	\$26.87	Minimum Rate / 1,000	\$11.56	Minimum Rate / 1,000	\$12.10
	\$46.24	\$48.40				
	<u>\$71.93</u>	<u>\$75.27</u>				

Jan 1, 2022 - 7.5% price increase will take affect making cost of water: \$7.82/gallon (.55/gallon increase)

<b>Option A :</b>	<b>NEW RATES</b>	Inside	Outside	2021	Inside	2021	Outside
straight 7.5% water cost	Minimum Fee	\$25.69	\$26.87	Minimum Rate / 1,000	\$12.43	Minimum Rate / 1,000	\$13.01
increase only	\$3.47 Overall Increase Inside	\$49.71	\$52.03				
	\$3.63 Overall Increase Outside	<u>\$75.40</u>	<u>\$78.90</u>				

<b>Option B :</b>	<b>NEW RATES</b>	Inside	Outside	2021	Inside	2021	Outside
straight 7.5% overall	Increase Minimum Fee	\$27.62	\$28.89	Minimum Rate / 1,000	\$12.43	Minimum Rate / 1,000	\$13.01
increase	\$5.39 Overall Increase Inside	\$49.71	\$52.03				
	\$5.65 Overall Increase Outside	<u>\$77.32</u>	<u>\$80.92</u>				

<b>Option C :</b>	<b>NEW RATES</b>	Inside	Outside	2021	Inside	2021	Outside
7.5% water minimum increase only	Minimum Fee	\$27.62	\$28.89	Minimum Rate / 1,000	\$11.56	Minimum Rate / 1,000	\$12.10
	\$1.93 Overall Increase Inside	\$46.24	\$48.40				
	\$2.02 Overall Increase Outside	<u>\$73.86</u>	<u>\$77.29</u>				

Sally's 2021 Rate Adjustment

**Debt Payment & Reserve**

Fixed Expenses and User Base Charge	\$ 19,486.00	Expense	Annually	Monthly
Debt Payment	\$ 4,500.00	\$23,986.00	\$156.77	\$13.06
Reserve Requirement	\$ 23,986.00	153	12	
Total Fixed Expense		Customers	Months	

**2022 Estimated Expenses**

Variable Expenses and Cost For (Consumption) Charge		Use charges @ 1,000 Ga	Monthly	
Wholesale Water Purchase	\$ 57,275.00	Equals	\$12.75	Estimated 12 months
Repairs & Maintenance	\$ 4,500.00	\$100,000.00		
Operational Costs	\$ 6,000.00	7,845		
Personal Services	\$ 12,337.00	2022 Estimated Sales		
Transfers to Other Funds	\$ 7,000.00			
Total Variable Expense	\$ 87,112.00			

**Required Monthly Charge** For A Customer That Consumed 5,000 Gallons  
(Includes Debt Payment)

Base Charge	Inside	Outside	2021	Inside	2021	Outside
	\$13.06	\$14.06	\$ 24.17	\$ 25.67		
Use Charges	\$50.99	\$52.99	\$ 50.99	\$ 52.99		
	\$64.05	\$67.05	\$ 75.16	\$ 78.66		

\*What Sally thinks required should be

**2020 Current Monthly Charge For A Customer That Consumed 5,000 Gallons**

Current	Minimum Fee	2021	Inside	2021	Outside
	\$25.69	Minimum	\$26.87	Minimum	\$26.87
Use Charges	\$46.24	\$25.69	\$48.40	\$11.56	\$12.10
	\$71.93		\$75.27		

**Jan 1, 2022 - 7.25% price increase will take effect making cost of water \$7.82/gallon (.55/gallon increase)**

<b>Option A:</b> straight 7.55% water cost increase only	<b>NEW RATES</b> Minimum Fee	2022	Inside	2022	Outside
	\$25.69	Minimum	\$26.87	Minimum	\$26.87
	\$48.44	\$25.69	\$50.60	\$12.11	\$12.65
	\$74.13		\$77.47		

<b>Option B:</b> straight 7.5% overall increase	<b>NEW RATES</b> Increase Minimum Fee	2022	Inside	2022	Outside
	\$27.62	Minimum	\$28.89	Minimum	\$28.89
	\$49.71	\$27.62	\$52.03	\$12.43	\$13.01
	\$77.32		\$80.92		

<b>Option C:</b> 7.5% overall increase but keeping min \$ the same	<b>NEW RATES</b> Minimum Fee	2022	Inside	2022	Outside
	\$25.69	Minimum	\$26.87	Minimum	\$26.87
	\$51.63	\$25.69	\$54.06	\$12.91	\$13.52
	\$77.32		\$80.93		

<b>Option D:</b> Increase min \$1.00 (3.747%), 7.5% overall rate/1,000	<b>NEW RATES</b> Minimum Fee	2022	Inside	2022	Outside
	\$26.69	Minimum	\$27.87	Minimum	\$27.87
	\$48.44	\$26.69	\$50.60	\$12.11	\$12.65
	\$75.13		\$78.47		