BEFORE THE STATE CORPORATION COMMISSION STATE CORPORATION COMMISSION OF THE STATE OF KANSAS

JUN 0 2 2008

In the Matter of the Application of Wildflower Telecommunications, LLC For an Amendment to its Certificate of Convenience and Authority to include Authority to provide Interexchange	Docket No. 08-WLDT-1077-COC
Carrier services.	

APPLICATION FOR AN AMENDMENT TO CERTIFICATE TO INCLUDE AUTHORITY TO PROVIDE INTEREXCHANGE CARRIER SERVICES AND OPERATOR SERVICES

COMES NOW Wildflower Telecommunications, LLC, ("Wildflower"), by and through its counsel of record, Foulston Siefkin LLP, and hereby makes application for issuance of an amendment to its current Certificate of Convenience and Authority to include authority for it to provide Interexchange Carrier Services ("IXC") in the State of Kansas. In support hereof, Wildflower provides the following:

Background

- 1. On March 7, 2006, Wildflower, in the above described Docket, applied for a Certificate of Convenience and Authority to provide Local Exchange and Exchange Access Service within the State of Kansas. The Application was approved and on May 1, 2006, an Order and Certificate was issued by the Commission approving the Application.
- 2. On June 12, 2007, Wildflower applied for designation as an Eligible Telecommunications Carrier ("ETC") in order to receive all available federal universal service support in specified geographic areas in Kansas. That Application was granted on November 2, 2007, in Docket No. 07-WLDT-1395-ETC.

3. On January 29, 2008, Wildflower applied for designation as an ETC in order to receive all available Kansas universal service support in its licensed service areas in Kansas. That Application was granted on March 10, 2008, in Docket No. 08-WLDT-724-ETC.

Information

4. Full correct name (including d/b/a) of company, firm, association or corporation making this Application:

Wildflower Telecommunications, LLC

5. Federal identification number:

20-4167976

6. Type of Amended Certification requested by Application:

Adding Interexchange (long distance or toll) Service ("IXC"), resale Operator Services, combined Resale and Facilities-based.

7. Address and telephone number(s) for the principal office of the company and its local office, including customer service number:

Wildflower Telecommunications, LLC C/O Daniel P. Friesen 102 N. Main P.O. Box 258 Buhler, Kansas 67522 Telephone: (620) 543-2580 Customer Service: 866-844-6381

8. Requested serving territory:

Statewide for long distance, toll and resale operator services.

9. Name, title, address, telephone number and email address of person preparing this application:

Robert A. Fox, Esq.
Special Counsel
Foulston Siefkin LLP
534 South Kansas Ave., Suite 1400
Topeka, Kansas 66603-3436
(785) 233-3600
(785) 233-1610 Fax
bfox@foulston.com

10. Name, title, address, telephone number and email address of Commission/Industry Relations contact:

Daniel P. Friesen
President
102 N. Main
P.O. Box 258
Buhler, Kansas 67522
(620) 543-2580
dfriesen@ideateksystems.com

11. Organizational information:

OFFICERS:

Daniel P. Friesen President 102 N. Main Buhler, Kansas 67522

DIRECTORS:

None.

12. Description of Applicant's operations:

A. Wildflower provides or will provide facilities-based and resold local exchange telecommunications services as authorized and intends to provide long-distance, toll telecommunications services, and resale operator services as authorized via facilities based equipment and resold services via interconnection agreements.

- B. The number of company service personnel assigned to telephone service who are located in Kansas is approximately five (5).
- C. The telecommunications equipment deployed in Kansas are Cisco AS5300 and AS5350s.

13. Applicant's Managerial Qualifications:

Wildflower Telecommunications, LLC possess the technical experience to provide the stated operations. The company has multiple personnel, specifically technical personnel, with significant combined experience. In addition, attached hereto, and made a part hereof by reference, is *Exhibit A* which contains the technical and educational qualifications for Wildflower's key management employees..

14. Applicant's Technical Qualifications:

- A. Wildflower Telecommunications, LLC, will continue to follow the Quality of Service Standards and reporting requirements as ordered in Commission Docket No. 191,206-U.
- B. Wildflower Telecommunications, LLC has not had and does not anticipate any problems continuing meeting or reporting on the Quality of Service Standards. In addition, Wildflower has the management expertise to continue to deploy necessary resources to continue to meet the established quality of service standards.
- C. Wildflower will continue to follow the Commission's Billing Practice Standards as ordered in Docket No. 120,408-U.
- D. Wildflower has not had any problems nor does it anticipate problems continuing to meet the billing practices standards. Wildflower continues to possess the managerial expertise to continue to deploy the necessary resources to meet the billing practices standards established by the Commission.

- E. Wildflower does not provide telecommunications service in any other state.
- 15. Wildflower is a Limited Liability Corporation with a single owner. Attached hereto, and made a part hereof by reference is confidential *Exhibit B*, showing the organizational structure and share interest.
- 16. Wildflower is still in the process of its initial startup and therefore does not have any significant period of information to present. Wildflower foresees no significant negative activity that may impact its financial situation. Wildflower anticipates significant positive growth to be shown on its financial statements as it begins its first year of operation with consumers in 2008.
- 17. Attached hereto and made a part hereof by reference is *Exhibit C*, Wildflower's proof of incorporation.
- 18. Attached hereto and made a part hereof by reference is *Exhibit D*, Wildflower's registration with the Kansas Secretary of State.
- 19. Attached hereto and made a part hereof by reference is *Exhibit E*, a sample copy of the customer bill.
- 20. The contact person for customer service is Daniel Friesen who can be contacted at 866-844-6381.
- 21. Attached hereto and made a part hereof by reference is Exhibit F, the proposed LD tariff of Wildflower.

22. Wildflower has previously signed and filed the KCC Telecommunications Carrie
Code of Conduct.
Respectfully submitted Robert A. Fox # 10260 FOULSTON SIEFKIN LLP 534 South Kansas Ave., Suite 1400 Topeka, Kansas 66603-3436 (785) 233-3600 (785) 233-1610 Fax bfox@foulston.com Attorneys for Wildflower Telecommunications LLC
<u>VERIFICATION</u>
STATE OF KANSAS)
COUNTY OF SHAWNEE) ss:
Robert A. Fox, of lawful age, being first duly sworn, on oath deposes and states:
That he is an attorney for Wildflower Telecommunications, LLC in the above-reference
matter; that he has read the above and foregoing document, knows and understands the content
thereof, and states that the statements and allegations contained therein are true and correct according to his knowledge, information and belief. Robert A. Fox
SUBSCRIBED AND SWORN TO before me this day of June, 2008. White the subscription of t
My Appointment Expires: CINDY SCHROEDER NOTARY PUBLIC STATE OF KANSAS NY APPT EXPIRES 6

CERTIFICATE OF SERVICE

I hereby certify that on this the and day of June, 2008, a true and correct copy of the above and foregoing Application for an Amendment to Certificate to Include Authority to Provide Interexchange Carrier Services and Operator Services was deposited in the United States mail, first-class postage prepaid, properly addressed to the following:

Ms. Susan Duffy Executive Director Kansas Corporation Commission 1500 SW Arrowhead Rd. Topeka, KS 66604-4027

Mr. Tom Stratton Senior Litigation Counsel Kansas Corporation Commission 1500 SW Arrowhead Rd. Topeka, KS 66604-4027

ROBERT A. FOX

Exhibit A

Managerial and Technical Competence

Exhibit A

Technical and Educational Qualifications of Wildflower Management

Daniel P. Friesen, President

Mr. Friesen is majority owner and President of IdeaTek Systems and Wildflower Telecommunications, LLC. He holds an AAS in Computer Software Support and BA in Business Administration with a Major in Information Systems from Wichita State University. He also has many technical certifications including A+ software and hardware certifications.

Mr. Friesen has over 9 years experience in management and technical development in the information technology and communications industries garnering much of his experience through the continued development of his company.

Mr. Friesen is acting president of the Buhler Chamber of Commerce, Chariman of the City of Buhler Economic Development Board, member of the Hutchinson Community College Advisory Board and Member of the Reno County Growth Collation.

Kent Hoskinson, CFO

Mr. Hoskinson is the Chief Financial Officer and Vice-President of IdeaTek Systems and Wildflower Telecommunications, LLC. He holds a BA and MBA from Wichita State University. Mr. Hoskinson has over 20 years experience in management and applicable industry experience and also has over seven years experience in regulatory compliance issues. Mr. Hoskinson also served in the United States Army in the signaling corps where he was responsible for microwave and satellite communications.

Exhibit C

Proof of incorporation

3898384

ARTICLES OF ORGANIZATION OF WILDFLOWER TELECOMMUNICATIONS, LLC

FIRST

The name of the limited liability company is Wildflower Telecommunications, LLC

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SECOND

REGISTERED OFFICE AND RESIDENT AGENT:

The address of its registered agent and office in the State of Kansas is Daniel P. Friesen, 102 N. Main, Buhler, KS 67522.

THIRD

PURPOSES:

This limited liability company is organized FOR PROFIT and the purpose of the company is to engage in any lawful business, trade, occupation or profession that an individual or a partnership may conduct or promote pursuant to KSA 17-7602, et seq.

<u>FOURTH</u>

MEMBERSHIP:

Membership in this limited liability company shall consist of at least one (I) person or entity. The name and address of each original member is:

Daniel P. Friesen 102 N. Main Buhler, KS 67522

The right to admit additional members is hereby reserved to the above original members upon a unanimous vote. Any persons or entities admitted to membership after the initial organization shall have an equal vote with the then existing members, but may have a percentage of ownership disparate with other members.

02-10-2006 051 2989 3898384 14:48:00 \$165.00 01 PP



FIFTH

CONTINUATION OF BUSINESS:

In the event death, retirement, resignation, expulsion, bankruptcy, dissolution or the occurrence of any other event that terminates the continued membership of a member in this limited liability company, the remaining member or members may continue the company, PROVIDED that if, at that time, Kansas law requires there be at least two (2) members in a limited liability company, the remaining member may, within thirty (30) days after such termination of membership, name an additional member, if necessary. In any event, the members reserve the right to take appropriate action to continue this company following the termination of any membership.

<u>SIXTH</u>

MANAGEMENT:

Management of this limited liability company is reserved to the members, who shall act, by majority vote, as a management committee.

SEVENTH

AMENDMENT:

The members shall have the right and power to amend these Articles of Organization by a majority vote.

EIGHTH

PERIOD OF DURATION:

The duration of this limited liability company's existence shall be perpetual.

<u>NINTH</u>

ORGANIZER:

The name and post office address of the organizer, who shall also serve as the manager until the first meeting of the members or until a successor is elected and qualified, is as follows:

Daniel P. Friesen 102 N. Main Buhler, KS 67522 IN TESTIMONY WHEREOF, I have subscribed my name on $\frac{\cancel{Fe}5}{2}$

2006.

Daniel P. Frie

STATE OF KANSAS, RENO COUNTY, ss:

On February 2, 2006, the foregoing Articles of Organization were acknowledged before me by Daniel P. Friesen.

My Appt: Expires: 6-23-08

Seal

Notary Public

NOTARY PUBLIC - State of Kansas

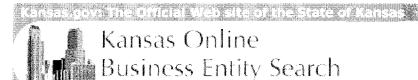
JAN B. PANKRATZ

My Appl. Exp. 6-23-08

nereus completes to be a due and correct copy of the original on file. Certified on this date **Feb. 10,200** Sun Thernburgh, Secretary of State

Exhibit D

Letter & Certificate of Good Standing



A partnership of the KANSAS SECRETARY of STATE and the INFORMATION NETWORK of KANSAS, INC.

Search

Business Entity Kansas Secretary of State **Business Entity Search**

Helpful Hints

Date: 03/21/2008

Privacy Statement

Business Information

Contact Info

Current Entity Name

Business Entity ID Number

Online Demo

WILDFLOWER

3898384

TELECOMMUNICATIONS, LLC

< KSOS Web site

< Kansas Web site

Current Mailing Address: 102 N. MAIN P.O. BOX 258, BUHLER, KS 67522

Update

Business Entity Type: DOM: LTD LIABILITY COMPANY

Current Status: ACTIVE AND IN GOOD STANDING

Date of Formation in Kansas: 02/10/2006

State of Organization: KS

Certificate of Good Standing

Letter of Good Standing

Resident Agent and Registered Office

Resident Agent: DANIEL P. FRIESEN

Registered Office: 102 N. MAIN, BUHLER, KS 67522

Update Resident Agent/Office

Annual Reports

The following annual report information is valid for active and delinquent status entities only.

Tax Closing Month: 12

The Last Annual Report on File: 12/2007

Next Annual Report Due: 04/15/2009 File Online

Forfeiture Date: 07/15/2009

Kansas.gov | Policies and Statements | Help Center | Survey

Exhibit E

Billing Example

Wildflower Internet, LLC

PO Box 348 102 N Main Buhler, KS 67522-0348 **Detailed Account Statement**

Date: 5/14/2008

Account: 2206

Phone: (866)844-6381 / Fax: (866)459-2829 www.wildflower.net support@wildflower.net

> Bill to: 2206 Tickets from Daniel testing account 3242 Test St Buhler KS 67522 US

Invoice	96943	Date 5/14/2008	Invoice Name	Tickets from Daniel			
Iten	1	Description			Price	Qty	Extended Price
MIS	С				\$5.00	1	\$5.00
		Subtotal	Total Taxes		Total	Paid	Due
		\$5.00	\$0.00		\$5.00	\$0.00	\$5.00

Don't forget you get a month credit for any account you refer!

Due Date:

6/8/2008

Past due accts will be charged 1.5% interest / month+fees, \$5 min

Please Pay this Amount:

\$5.00

0-30 Days	30-60 Days	60-90 Days	Over 90 Days
\$5.00			

Please return this portion with payment.

Account: 2206

Name: Tickets from Daniel

Username: dfriesen@ideateksystems.com

Mail remittance to: Wildflower Internet, LLC PO Box 348

102 N Main Buhler, KS 67522-0348

\$5.00 **Total Amount Due: Amount Enclosed:**

EXHIBIT F

Proposed Tariff

KANSAS TELECOMMUNICATIONS TARIFF #2

Interexchange and Operator Assistance Services

This Tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for Interexchange and Operator Assistance services within the State of Kansas by Wildflower Telecommunications, LLC (Wildflower). This tariff is on file with the Kansas Corporation Commission. Copies may be inspected, during normal business hours, at the following locations:

Wildflower Telecommunications, LLC 102 N Main Buhler KS 67522 620-543-2580

or

Kansas Corporation Commission 1500 SW Arrowhead Road Topeka, KS 66604-4027 800-662-0027

Issue Date: May 15th, 2008

Effective Date:

CHECK SHEET

The title page and pages 2 - 30 inclusive of this Tariff are effective as of the date shown at the bottom right corner of each page. Original and Revised pages, as named below, comprise all changes from the original Tariff in effect on the date indicated. * New or Revised Pages

Daga	Dovision No.
Page	Revision No.
1	Original
2	Original
3	Original
4	Original
5	Original
6	Original
7	Original
8	Original
9	Original
10	Original
11	Original
12	Original
13	Original
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TARIFF FORMAT

Page Numbering - Page numbers appear in the upper right hand corner of the page. Pages are numbered sequentially and from time to time new pages may be added to the Tariff. When a new page is added between existing pages, a decimal is added to the preceding page number. For example, a new page added between Page No. 3 and Page No. 4 would be numbered Page No. 3.1.

Paragraph Numbering Sequence - There are generally 4 levels of paragraph coding associated with this Tariff. Each level of coding is subservient to the next higher level:

- 1. Sample
 - A. Sample
 - i. Sample
 - a. Sample

Check Sheets - When a Tariff filing is made with the Commission, an updated Check Sheet accompanies the Tariff filing. The Check Sheet lists the pages contained in the Tariff, with a cross reference to the current page number. When new pages are added, the check sheet is changed to reflect the revisions; all revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this page, if these are the only changes made to it. The Tariff user should refer to the latest Check Sheet to find out if a particular page is the most current on file with the Commission.

EXPLANATION OF SYMBOLS

- (D) To signify "discontinued" material.
- (I) To signify an "increase" in the rate or charge.
- (M) To signify "material relocate without change in text or rate."
- (N) To signify "new" material.
- (R) To signify a "reduction" in rate or charge.
- (T) To signify a "change in text, but no change in rate or regulation."

1. DEFINITIONS

- A. All words or terms used in these Tariffs filed by the Company with the State Corporation Commission, in addition to the usual meanings are intended to have the meanings regularly ascribed to them by the telephone industry.
- B. Where it is considered necessary or helpful to the full understanding of a particular tariff provision, a word or term may be defined in the body of the tariff in which it is used.
- C. Specific Definitions:

<u>Access Line</u> – An arrangement which connects the customer's location to a switching center or point of presence.

<u>Authorized User</u> – A person, firm, corporation, or any other entity authorized by the Customer to communicate utilizing the Company's service.

<u>Carrier or Company</u> – Whenever user in this tariff, "Carrier" or "Company" refers to Wildflower Telecommunications, LLC., unless otherwise specified or clearly indicated by the context.

<u>CLEC</u> – A new Local Exchange Carrier authorized under the 1996 Telecommunications Act.

<u>Commission</u> – Kansas Corporation Commission.

<u>Customer</u> – The person, firm, corporation, or other entity which orders, cancels, amends, or uses service and is responsible for payment of charges and compliance with the Company's tariff.

Exchange Access Line – The serving central office line equipment and all Company plant facilities up to and including the Company provided Standard Network Interface. These facilities are Company provided and maintained and provide access to and from the telecommunications network for message toll service and for local calling appropriate to the tariff user offering selected by the Customer. Exchange access lines are subject to non-recurring charges, as specified in Section 4 of this tariff.

<u>Facilities Based CLEC</u> – A CLEC which had the capability to make use of Unbundled Network Elements of the ILEC or other LEC's to provide services to Customers; usually this involves a significant investment in facilities and technical expertise.

ILEC - The incumbent Local Exchange Carrier.

LEC - Local Exchange Carrier.

<u>Local Exchange Services</u> – Telecommunications services furnished for use by endusers in placing and receiving local telephone calls within local calling areas.

<u>Reseller</u> – A CLEC which offers service to Customer principally by purchasing those services from other Local Exchange Carriers.

Resold Local Exchange Services – A service composed of the resale of exchange access lines and local calling provided by other authorized Local Exchange Carriers, in combination with Company provided usage services, miscellaneous services or interstate/international services.

Station-to-Station Calling – A service whereby the originating End User request the assistance of a Company operator to place or bill the call. Calls billed Collect or to a telephone company issued Calling Card or to an authorized Credit Card are Operator Station Calls unless the call is placed on a Person-to-person basis. Automated Calling Card calls are not Operator Station calls. Calls may be dialed with or without the assistance of a Company operator. Collect calls to coin telephones and transfers of charges to third telephones which are coin telephones will not be accepted.

<u>Person-to-Person Calling</u> – An operator assisted service whereby the person originating the call specifies a particular person to be reached, or a particular station, room number, department, or office to be reached through a PBX attendant. Charges may be billed to the called party, a third number, a credit card, a calling card or designated third party station.

<u>Unbundled Network Elements</u> – Components of the telephone network made available to CLEC's under the 1996 Telecommunication Act.

2. REGULATORY COMPLIANCE

In compliance with KCC orders, Wildflower Telecommunications, LLC agrees to abide by the Kansas Billing Practice Standards as found in Docket No. 120,408-U, and successive dockets for local telecommunications services provided under this tariff. Services provided by Wildflower Telecommunications, LLC are also subject to the assessment of fees to support the Kansas Universal Service Fund (KUSF). The fee will be determined by the KUSF Administrator.

3. UNDERTAKING OF THE COMPANY

- A. Company does not undertake to transmit messages, but offers the use of its facilities, where available, for communication between parties subject to the terms and conditions specified in this tariff.
- B. The Company will provide Interexchange Services and Operator Assistance Services in the State of Kansas, as a reseller common carrier of services.
- C. The Company's services and facilities are provided on a monthly basis unless otherwise indicated, and are available twenty-four hours per day, seven days per week.
- D. The target market for these services will be, but not limited to:
 - i. Rural households and business underserved by current service providers
 - ii. Company will market services across its serving area.
- E. Locations which use our service may additionally include customers located anywhere in the United State of America.

4. INTERCONNECTION

- A. Service furnished by Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to the technical limitations established by Company. Service furnished by Company is not part of a joint undertaking with such other companies. Any special interface equipment or facilities necessary to achieve compatibility between the facilities of Company and other participating carriers shall be provided at the subscriber's expense.
- B. Interconnection with the facilities or services of other carriers shall be under the applicable terms and conditions of the other carrier's tariffs. The subscriber is responsible for taking all necessary legal steps for interconnecting his subscriber-provided terminal equipment or communications systems with Company's facilities. Subscriber shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection.

5. LIMITATIONS

- A. Service is offered subject to the availability of the necessary facilities and equipment, and subject to the provisions of this tariff.
- B. The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when the Customer is using service in violation of the provisions of this tariff, or in violation of the law.
- C. The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission of for failure to establish connections.
- D. Customer may not transfer or assign the use of service of facilities without the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service of facilities.
- E. Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to any assignee or transferee.
- F. Resale of Company services without permission of the Company is prohibited.

6. OBLIGATION AND LIABILITY OF COMPANY

- A. The Company's liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in transmission which occur in the course of furnishing service or facilities, in no event shall exceed an amount equivalent to the proportionate charge to the Customer for the period during which the faults in transmission occur.
- B. The Company shall not be liable for, and shall be fully indemnified and held harmless by Customer against any claim or loss, expense, or damage (including indirect, special, or consequential damage) for defamation, libel, slander, invasion, infringement of unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property, or entity arising out of the material, data, information, or other content revealed to, transmitted, or used by the Company under this tariff, or for any act of omission of the Customer, or for any personal injury or death of any person caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use of removal of equipment or wiring provided by the Company, if not directly caused by negligence of the Company.
- C. No agent or employee of any other carrier shall be deemed to be an agent or employee of the Company.
- D. The Company shall exercise due care in connection with all work done on the customer's premises. No liability shall attach to the Company by reason of any defacement or damage to the customer's premises unless such defacement or damage is the result of the negligence of the Company.
- E. In the adjustment of charges for overbilling by the Company, a refund will be made of the full amount of excess charges.
- F. When suitable arrangements can be made, lines of other carriers may be used in establishing transmission links to points not reached by the Company's lines. In establishing connections with the lines of other carriers, the Company is not responsible or liable for any action of the other carriers.

7. USE OF SERVICE AND FACILITIES

A. Ownership and Use of Equipment

All facilities furnished by the Company up to and including the equipment installed on the premises of a customer are the property of the Company. The Company's agents and employees shall have the right to enter said premises at any reasonable hour for the purpose of installing, inspecting, maintaining or repairing the equipment and lines, or for the purpose of making collections from coin boxes or upon termination of the service, for the purpose of removing such equipment or lines. If the installation and maintenance of service are requested at locations which are or may be hazardous or dangerous to the Company's employees or the public or to the property, the Company may refuse to install and maintain such service.

B. Use of Customer Service

Customer telephone service is furnished only for use by the customer, his family, employees or business associates, or persons residing in the customer's household, except as the use of the service may be extended to persons temporarily subleasing a customer's residential premises. Subscribers are responsible for calls made from their telephones. The Company has no means of controlling use of telephones,

C. Tampering with Equipment

The Company may refuse to furnish or may deny telephone service to any person, firm or corporation on whose premises is located any equipment owned by the Company which shows any evidence of tampering, manipulation or operation or use of any device whatsoever, for the purpose of obtaining telephone service without payment of the charges applicable to the service rendered.

D. Use of Profane Language or Impersonation of Another

The Company may refuse to furnish or may deny telephone service to any person, firm, or corporation who, over the facilities furnished by the Company, uses or permits to be used foul, abusive, obscene, or profane language; or impersonates or permits others to impersonate any other individual with fraudulent or malicious intent.

E. Governmental Objections to Service

The Company may refuse to furnish or may discontinue telephone service to any person, firm, or corporation upon written objection to the furnishings of such service made by or on behalf of any governmental law enforcement officer with authority to do so on the grounds that such service is or is to be used for an illegal purpose.

8. ESTABLISHMENT AND FURNISHING OF SERVICE

A. Applications for Service

Service is installed upon mutual agreement between the Customer and the Company. The service agreement does not alter rates specified in this tariff.

B. Telephone Numbers

The customer has no property right in the telephone numbers or any right to continuance of service through any particular central office, and the Company may change the telephone number or central office designation, or both, of a customer whenever it deems it advisable in the conduct of its business to do so.

C. Alterations

The customer agrees to notify the Company promptly whenever alterations or new construction on premises owned or leased by him will necessitate changes in the Company's wiring or equipment; and the customer agrees to pay the Company's tariffed charges for such changes.

D. Maintenance and Repairs

All ordinary expense of maintenance and repairs to Company-owned equipment is borne by the Company. Customers may not rearrange, or disconnect, or remove any apparatus or wiring, installed by the Company. In case of loss of, damage to, or destruction of any Company equipment occasioned by neglect of customer, the customer is held responsible for cost of restoring equipment to its original condition.

E. Customer's Authorization

The Company may require satisfactory written authorization for the right to construct, install, and place required facilities on the customer's premises in order to make the service connection. Such written authorization, when required, shall be properly executed by the holder of the legal title to the premises. The Company may refuse to furnish service to any person, firm, or corporation thereon until such requested authorization is provided.

9. BILLING PRACTICES

A. General Billing practices

- i. It shall be the general practice of the Company to follow the billing standards set forth by the KCC in KCC docket 120,408-U.
- B. Billing in advance and billing in arrears
 - i. Customers will be billed in advance for flat fee long distance services such as unlimited long distance or long distance packages bundled with local services.
 - ii. Customers will be billed in arrears for per call services such as 800 number or per minute packages.

C. Bill Contents

- i. The Company's customer bills contain the following information:
 - a. Name and address of the Company
 - b. Address for Correspondence
 - c. Address for Remittance
 - d. Customer Service/Billing Inquiry telephone number.
 - e. Name and Address of Customer
 - f. Bill Date
 - g. Due Date
 - h. All Account Numbers
 - i. Invoice Number
 - j. Detail of Charges (including taxes / surcharges)
 - k. Summary of Charges
- ii. Charges for services defined in this tariff may be combined (bundled) with services defined in the Company's local tariff.

iii. It will be the general practice of the Company to invoice charges found in this tariff on the customer's local service invoice for customer convenience and invoice simplicity.

D. Payment and Collection or Reconnection Charges

- i. All bills for Company service are due and payable upon receipt. A bill shall be deemed delinquent if payment thereof is not received by the Company or its authorized agent or is not postmarked on or before the date stated on the bill. If the entire amount billed is not received by the Company prior to the next billing date, a late payment charge of up to 3% may be assessed. This late payment charge will apply to all services on any unpaid balance. The late payment shall not be applied to any balance to which the charge was applied in a previous billing.
- ii. If a subscriber issues an insufficient fund check as payment for telephone service, it will be considered to be non-payment. The Company may, at its discretion, assess the subscriber a \$30.00 service charge for processing the insufficient fund check or turn the check over to the appropriate law enforcement agency for prosecution. If a subscriber causes the insufficient fund check to be made valid or pays in cash but refuses to pay the \$30.00 service charge, the subscriber shall be considered to be in arrears and telephone service will be disconnected seven (7) days after notice, by mail or telephone, has been given.
- iii. If the last calendar day for remittance falls on a Sunday, legal holiday, or other day when the offices of the Company are not open to the general public, the final payment date shall be extended through the next business day.
- iv. If a notice of discontinuance is given the Company will charge for such notice as provided in the Company's applicable tariff.
- v. When the Company discontinues service to the customer, the Company shall cease charging the customer for services as of the date of discontinuance or shall make an appropriate pro rata adjustment or refund for the period of discontinuance to the amount owed upon restoral or reconnection of service.

E. Cost of Collection and Repair

The Customer is responsible for any and all costs incurred in the collection of monies due the Carrier including legal and account expenses. Customer is also responsible for recovery costs of Carrier provided equipment and any expenses required for repair or replacement of damaged equipment.

F. Discontinuation of Service

The Company may discontinue or refuse service for any of the following reasons:

- i. when the customer requests it.
- ii. when a telephone bill becomes delinquent after proper notice.
- iii. when a dangerous condition exists on the customer's premises
- iv. when the customer fails to provide credit information, security deposit, surety bond or guarantee
- v. when the customer misrepresents his or her identity for the purpose of obtaining telephone service.
- vi. when the customer refuses to grant Company personnel access, during normal working hours, to telephone equipment installed upon the premises of the customer for the purpose of inspection, maintenance or replacement.
- vii. when the customer violates any rule of the Company, which violation adversely affects the safety of the customer or other persons, or the integrity of the telephone system.
- viii. when the customer causes or permits unauthorized interferences with or use of telephone service situated on or about the customer's premises.

F. Notice of Discontinuance of Service:

- i. the Company shall give the customer seven (7) days written notice before initially discontinuing service, unless the discontinuance is upon customer request or involves a dangerous condition, violation of Company rules or unauthorized interference with or use of service which case the Company may discontinue service immediately.
- ii. notice shall be sent to the account name and address. Service of notice by mail or email is complete upon mailing. The Company shall maintain an accurate record of the date of mailing and charge for such notice as specified in its applicable tariff.
- iii. Bills and Statements will be issued by IdeaTek Communications, LLC, PO Box 258 Buhler, KS 67522.

G. TAXES AND FEES CHARGEABLE TO CUSTOMERS

i. Adjustments for Municipality payments

If at any future time a municipality acquires the legal right to impose an occupation tax, license tax, permit fee, franchise fee or other similar charge upon the Company, and imposes the same by ordinance or otherwise, such taxes, fees or charges shall be billed to the subscribers receiving service within the territorial limits of such municipality. Such billing shall allocate the tax, fee or charge among subscribers uniformly on the basis of each subscriber's monthly charges for the types of service made subject to such tax, fee or charge.

ii. Adjustments for Other Taxing Authority Payments

If at any future time another taxing authority acquires the legal right to impose an occupation tax, license tax, permit fee, franchise fee or other similar charge upon Company, and imposes the same by ordinance or otherwise, such taxes, fees or charges shall be billed to the subscribers receiving service within the territorial limits of such county or other taxing authority. Such billing shall allocate the tax, fee or charge among subscribers uniformly on the basis of each subscriber's monthly charges for the types of service made subject to such tax, fee or charge.

iii. Fees and Surcharges Approved by Regulatory Authorities

The company may charge other fees or surcharges allowed by the applicable regulatory authority such as the FCC or the KCC. Such billing shall allocate the tax, fee or charge among subscribers uniformly on the basis of each subscriber's monthly charges for the types of service made subject to such tax, fee or charge.

iv. Other recovery fees

The Company may charge to the customer recovery fees to recover specific additional charges charged to the Company on behalf of the customer by a third party. Such charges may include but are not limited to:

PIC Charges

10. INTEREXCHANGE SERVICES AND RATES

A. Long Distance Services (Toll)

Long Distance Service is simply defined as access to the Public Switched Telephone Network beyond the local calling scope generally defined by the ILEC for a certain exchange.

- i. Unlimited Long Distance Package #1 (free long distance)
 - a. Package #1 is designed to be bundled with the Company's locally tariffed Standard Telephone Service offering (tariff #1 section 9.B.i)
 - b. Limitations of LD Package #1 include
 - (1) Free long distance applies only to the US and Canada Calls
 - (2) International calls are not included
 - (3) Free long distance is to be used within reason
 - (4) Unreasonable use includes, but is not limited to:
 - (a) Use for dialup internet services
 - (b) Resale Use
 - (c) Use for telemarketing purposes
 - (d) Use of 1000+ minutes per month
 - (e) Commercial use if not a commercial service
 - (5) Upon proper notice, Company may elect to discontinue the customer's subscription or offer a different applicable package to the customer for unreasonable use.
 - c. Pricing is bundled into local service offering and is not available in an unbundled service (see local tariff #1 section 9.B.i.e)
- ii. Per Minute Long Distance Package #2
 - a. \$0.10/minute of use interstate
 - b. \$0.10/minute of use intrastate
- iii. Per Minute Long Distance Package #3
 - a. \$0.039/minute of use interstate
 - b. \$0.039/minute of use intrastate

B. Toll-Free 800 Number Service

- i. Toll-Free 800 Number Service is simply defined as toll free (to the user) inbound long distance service delivered to a local service number billed per minute of use.
- ii. Fees:
 - a. Per 800 number per month \$2.50
 - b. Port Fee
 - (1) fee to move (port) a number from one provider to the company
 - (2) \$15.00 (may be waived)
 - c. Per minute of use:
 - (1) \$0.039/minute interstate
 - (2) \$0.039/minute intrastate
 - d. Vanity 800 Number one time fee \$20.00

i. ILEC resold services

- a. ILEC resold services are defined as any service provided to the customer that are resold by the company under interconnection agreements for resale with the applicable ILEC.
- b. The Company concurs with the description of and rates for IXC services confirmed in the appropriate ILEC's service tariff.
- c. The company is not obligated to provide any resold services.

ii. Directory Assistance

- a. Local Directory Assistance is a service customers may use to request assistance in determining local telephone numbers by dialing 411 or the operator (0).
- b. Charge per directory assistance call \$1.99
- c. Charge per call completion -\$1.99 plus any applicable long distance charges

iii. Operator Assistance

a. The Telephone Company furnishes local assistance by an operator whereby customers may request assistance in: dialing a local number; requesting a local person-to-person call; billing a local toll to a calling card, to a third number or collect.

(1)	Charge per Operator Assistance Call	\$ 1.99
(2)	Dialing calling card Station-to-Station	\$ 2.10
(3)	Operator Station-to-Station	\$ 2.50
(4)	Operator Person-to-Person	\$ 3.65
(5)	Line Status Verification	\$ 1.99
(6)	Busy Interrupt	\$ 3.00

- b. Applicable long distance rates apply on all calls
- c. Charges do not apply to local calls (except for long distance charges) from customers whose physical or visual handicaps prevent them from dialing the call direct.

11. SERVICE CHARGES

- A. Service charges are the non-recurring charges associated with work performed by the Company in connection with the provision of services for a customer. The charges are intended as a means of recovering a portion of the costs of the operations required due to a customer's request.
- B. Service Charges are in addition to any other scheduled rates and charges. They apply in addition to and not in lieu of installation charges, non-recurring charges, or construction charges which are found in other sections of this Tariff.
- C. Service Charges for the initial establishment of residential or business service are included in the advance local service payment upon application for service.
- D. Service charges for resold services will be billed according to the applicable ILEC tariff to match the price the ILEC would charge for the same service.
- E. Service charges may be waived.
- F. A Service Order Charge is applicable for requests for:
 - i. initial connection of service.
 - ii. connection or establishment of additional services.
 - iii. transfer of service involving change in name and responsibility whether or not there is a lapse in service.
 - iv. change from business to residence or residence to business service. The charge for the class of service (business or residence) to which the customer's service is being converted is applicable.
 - v. reconnection (restoration) of service.

G. Premise Visit - no fault found

In a case where a service call is made to a customer premise and there is found to be properly working service and no fault found of the Company, a no fault found premise visit charge will apply.

H. Charges

i.	Service Order, each	\$8.00
ii.	Premise Visit	\$20.00
iii.	Disconnection Notice Charge	\$1.00
iv.	No Fault Found Premise Visit	\$45.00

12. PROMOTIONS

From time to time, the Company may engage in promotional offerings or trials designed to attract new Customers, to stimulate usage, to test potential new services, and/or to increase existing Customer awareness of the Company's services. In connection with those promotional offering or trials, the Company may offer special rate incentives and waive all or in part the Installation/Move Charges and/or service and equipment charges. These offerings may be limited to certain services, dates, times of day and/or locations determined by the Company. The Company will notify the Kansas Corporation Commission of such promotions.

13. EMPLOYEE TELEPHONE SERVICE

The Company, upon proper official approval, will grant discounts from standard rates in connection with certain classes of service. This service to itself or its employees may be classified as follows:

- -intercompany service
- -discounted service
- -service furnished in return for rights and privileges

14. INDIVIDUAL CUSTOMER PRICING (ICB)

The company may wish from time to time to offer individual pricing to customers to address the specific needs and circumstances of certain customers. The company will follow the then applicable specific procedures as set forth by the commission for ICB including any requirements to petition the commission or file contracts with the Commission.

CONFIDENTIAL INFORMATION

(Located in Docket Room)

In the Matter of the Application of Wildflower Telecommunications, LLC for an Amendment to its Certificate of Convenience and Authority to Include Authority to Provide Interexchange Carrier Services.

08-WLDT-1077-COC

Confidential Exhibit B of the Application

File Date:

June 2, 2008