

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

MAR 09 2006

In the Matter of the Application of)
Wildflower Telecommunications, LLC)
for a Certificate of Convenience)
and Authority to Provide Local)
Exchange and Exchange Access)
Service within the State of Kansas)

Docket No.

Susan K. Duffy Docket Room

06-WLDT-1005-COC

**APPLICATION FOR CERTIFICATE OF AUTHORITY TO SERVE AS A
TELECOMMUNICATIONS SERVICE PROVIDER IN KANSAS**

Comes now Daniel Cribbs on behalf of Wildflower Telecommunications, LLC, a Limited Liability Company representing its intention to engage in business as a Competitive Local Service Provider in the State of Kansas under the business name of Wildflower Telecommunications, LLC in the territory described specifically below, and making claim that public convenience will be thereby promoted. Applicant for purposes of verification and in evidence of fitness to operate offers the following information in support of this application:

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

Wildflower Telecommunications, LLC

2. Federal Identification Number:

20-4167976

3. Type of Certification requested by application:

Competitive Local Exchange Services

4. Address (if the mailing address is a P. O. Box number, also provide the actual street address) and telephone number(s) for the principal office of the company and its local office (if any), including 800 customer service number:

c/o Daniel P. Friesen
102 N Main
PO Box 258
Buhler, KS 67522
Telephone: (620) 543-2580
Customer Service: 866-844-6381

5. If individually owned name of individual doing business under above name:

Not Applicable

6. Requested serving territory (statewide for toll service; local service may be limited to specific exchange areas due to rural exemption guidelines; and operator services may be limited to specific institutions):

Wildflower Telecommunications intends to provide local exchange telecommunications services to subscribers in all of Kansas.

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

Daniel Cribbs
Project Manager
1048 E. Chestnut Street
Louisville, KY 40204
(502) 815-7167
(502) 815-7001 (Fax)
dan@americanclec.com (email)

8. Name, title, address, telephone number and email address (if available) of Commission/Industry Relations contact (if different from 5 above):

Daniel P. Friesen
Owner
102 N Main
PO Box 258
Buhler, KS 67522
(620)543-2580
dfriesen@ideateksystems.com (email)

9. Organizational Information

In the table below, give name and address of each officer (when an individual hold more than one office, list name for each office held):

OFFICERS

Line No.	Title (a)	Name (b)	Address (c)
1	Owner	Daniel P. Friesen	102 N. Main Buhler, KS 67522

LIST OF DIRECTORS

Line No. (a)	Name of Director (b)	Address (c)	Term Began (d)	Term Expires (f)
Not Applicable				

10. Description of Applicant's operations (provide as Exhibits):

A. Applicant's short run and long run growth plans for providing intrastate telecommunication service in Kansas (i.e. What services will be provided and how quickly? Will service be offered statewide to residential, business or residential and business? Are specific local exchanges, localities or the service area(s) of specific companies included in these plans? If local service, how many exchanges will be served and which of those will be served first? What are the general characteristics of those exchanges?).

Applicant requests authority to provide facilities-based and local exchange telecommunications services within and throughout the entire State of Kansas.

B. Estimated number of company service personnel assigned to telephone service who will be located in Kansas during the time periods mentioned above?

Estimated amount of telephone personnel will be under five.

C. What telecommunications equipment will be deployed in the state where will be deployed in the state and where will it be deployed over the period of time mentioned above?

The equipment used in the State of Kansas will be Cisco 5400 Series Routers. The equipment will be deployed over the time provided in description of Applicant's operations.

11. Applicant's Managerial Qualification (provide as Exhibits)

A. Wildflower Telecommunications, LLC possess the technical experience to provide the stated operations. The company's personnel have multiple personnel with combined experience of over 6 years in the operation and management areas. Included as Exhibit A is the technical and education information on each employee working for Wildflower Telecommunications, LLC.

12. Applicant's Technical Qualifications

A. Will the company follow the Quality of Service Standards and reporting requirements as ordered by the Commission in Docket no. 191,206-U?

Wildflower Telecommunications, LLC will follow the Quality of Service Standards and reporting requirements as ordered by the Commission No. 191,206-U.

B. Does your company anticipate any problems meeting or reporting on the Commission's Quality of Service Standards? In the company's opinion, does it have the management expertise to deploy the necessary resources to meet the quality of service standards as established by the Commission?

The Applicant does not anticipate any problems meeting or reporting on the Commission's Quality of Service Standards. It is the Applicant's opinion, based on information provided in Exhibit A, that it possesses the management expertise to deploy the necessary resources to meet quality of service standards as established by the Commission.

C. Will the Company follow the Commission's Billing Practice Standards as ordered in Docket No. 120,408-U?

Wildflower will follow the Billing Practice Standards as ordered by the Commission in Docket No. 120,408-U.

D. Does your company anticipate any problems meeting the Commission's Billing Practices Standards? In the company's opinion, does it have the management expertise to deploy the necessary resources to meet the Billing Practices Standards as established by the Commission?

The Applicant does not anticipate any problems meeting the Commission's Billing Practices Standards. It is the Applicant's opinion that it possesses the management expertise to deploy the necessary resources to meet the Billing Practices Standards as established by the Commission.

E. Is your company currently providing telecommunications service in any other state? If so, in an Exhibit, please name the state(s), provide a description of your company's operations therein and list the approximate number of customers in each state.

Wildflower is a new entrant in the telecommunications industry, and is not currently offering telecommunications services in any jurisdiction.

13. Financial Information:

A. Stock

B. List information concerning the stockholders holding the highest number of shares of stock. If no one stockholder holds more than 5% of the total shares

outstanding, so indicate by places an "X" in this blank _____. And omit the information called for in the schedule below.

C. Sole proprietorships and/or partnerships or any other business organization including, but not limited to limited liability companies, limited partnerships, and LLP's must add an Exhibit to show the organizational structure and share interests and assets, liabilities and profits.

Included as Exhibit B.

14. Applicant's Financial Qualifications (provide as Exhibits):

A. Comparative Income Statements for the immediately preceding three (3) year period (audited positive statements preferred).

B. Balance Sheets for the immediately preceding three (3) year period (audited positive statements preferred).

C. A forward-looking management narrative discussing any significant activity that may impact either the Income Statement of Balance Sheet provided.

As a new telecommunications entity, Wildflower Telecommunication, LLC does not possess income statements or balance sheets for the previous three years.

15. As an attachment, please provide state of incorporation and proof of incorporation in that state.

Wildflower's state of incorporation is Kansas State. Proof of incorporation is provided as Exhibit C.

16. As an attachment, please provide proof of registration with the Kansas Secretary of State (must maintain registry and remain in good standing).

Wildflower's registration with the Kansas Secretary of State is provided as Exhibit D.

17. As an attachment, please provide a sample copy or exhibit of the customer bill (unless all bills will be issued by the Incumbent Local Exchange Carrier).

Wildflower's sample bill copy is provided as Exhibit E.

18. Name and telephone number of the contact person for customer service.

Daniel Friesen 866-844-6381

19. Competitive Local Exchange applicants need to provide an interconnection or resale agreement with the incumbent local exchange carrier (s) for the service territory designated above, if consummated. Please indicate the docket number (s) and Commission approval date (s) for each. (Local operations may not begin until such agreement has been approved by the KCC.)

Applicant has started negotiation but has not yet executed an interconnection agreement with an incumbent local exchange carrier. This agreement will be completed before any operations begin.

20. As an attachment, please provide a copy of the Company's proposed tariff. (Operations may not begin until a tariff has been filed with and approved by the KCC.)

Proposed Tariff provided as Exhibit F.

21. Complete, sign and attach the KCC Telecommunications Carrier Code of Conduct form as part of this application.

Signed KCC Telecommunications Carrier Code of Conduct included as Exhibit G.

State of Kansas, Reno County, ss.

Samuel Friesen, being duly sworn, deposes and says that s/he is the Owner, of Wildflower Telecommunications, LLC, and that the facts set forth in the foregoing application have been prepared under his/her direction, from the original books, papers and records of said company, that he/she examined same, and declares same to be true and correct to the best of his/her knowledge and belief. Further, that applicant has full knowledge of the Kansas Corporation Commission's jurisdiction affecting local service providers and will comply with the applicable requirement of this Commission.

[Signature]

Subscribed and sworn to before me on this 22nd Day of

February, 2006.

[Signature]
(Notary Public)

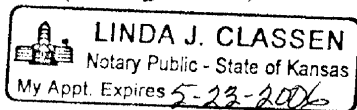


Exhibit A

Managerial and Technical Competence

Daniel P Friesen (Owner)

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

Mr. Friesen is Vice President of the Buhler Chamber of Commerce and Chair of the City of Buhler Economic Development Board.

Jason Haltom (CTO)

Mr. Haltom is Chief Technology Officer of Wildflower Telecommunications, LLC. He has obtained an AA in Computer Sciences from Fall Sail University of Winter Park, Florida.

Mike Yust (Customer Service Manager)

Mr. Yust is the Customer Service Manager of Wildflower Telecommunications, LLC. He has obtained an AA in computer software and hardware support from Hutchinson Community College of Hutchinson, Kansas.

Exhibit B

Organizational Structure

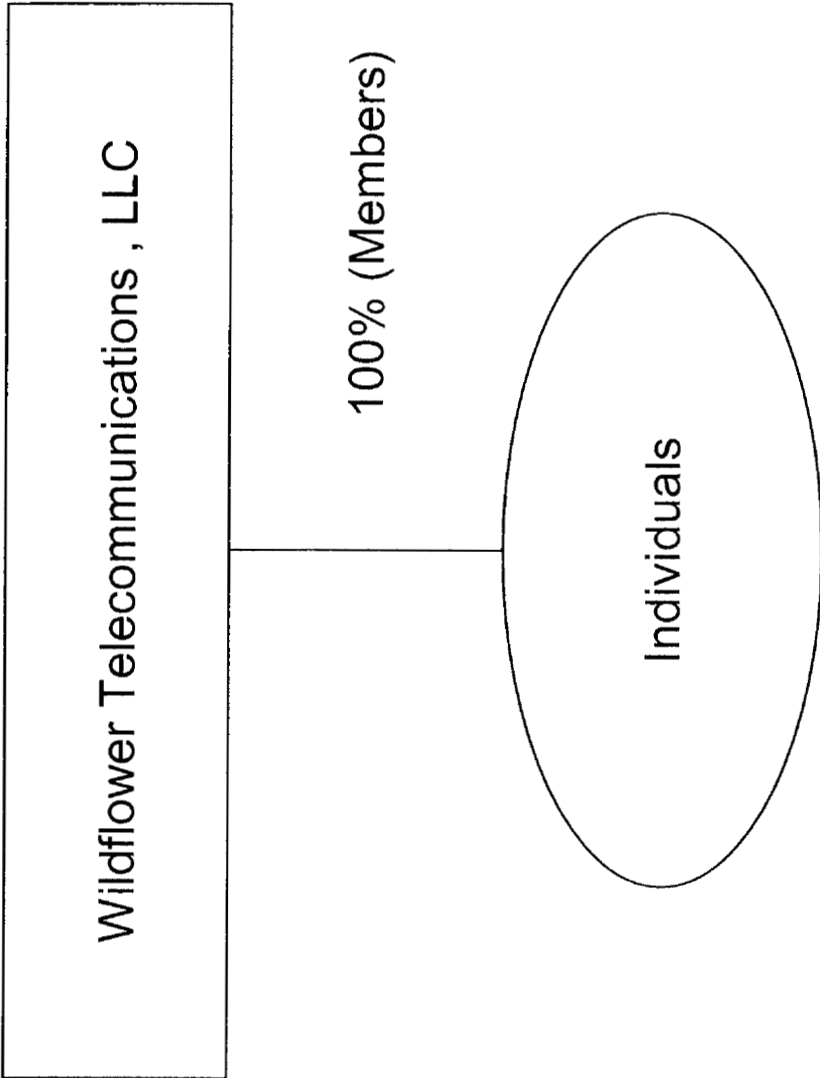


Exhibit C

Proof of incorporation

3898384

ARTICLES OF ORGANIZATION
OF
WILDFLOWER TELECOMMUNICATIONS, LLC

FIRST

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

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.

FOURTH


MEMBERSHIP:

Membership in this limited liability company shall consist of at least one (1) 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	14:48:00
051	\$165.00
2989	01
3898384	PP



01384409

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.

SIXTH

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.

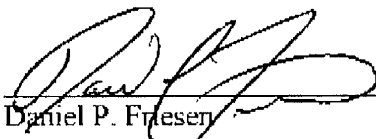
NINTH

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

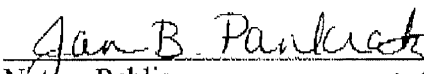
IN TESTIMONY WHEREOF, I have subscribed my name on Feb 2
2006.

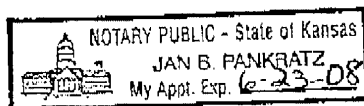

Daniel P. Friesen

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



herby certify this to be a true and
correct copy of the original on file.
Dated on this date Feb 10, 2006
Ron Thornburgh, Secretary of State

Exhibit D

Letter & Certificate of Good Standing

Kansas Secretary of State

Business Entity Search

B U S I N E S S E N T I T Y L E T T E R O F G O O D S T A N D I N G

PREPARED BY THE INFORMATION NETWORK OF KANSAS on 02/17/2006

CONTROL # - 1140206618

The records on file in this office indicate:

Business Entity : 3898384

Current Name : WILDFLOWER TELECOMMUNICATIONS, LLC

Address : 102 N. MAIN

: BUHLER, KS 67522

State of Incorporation : KS

Date of Incorporation/Authorization : 02/10/2006

Resident Agent

Number : 0268543

DANIEL P. FRIESEN

102 N. MAIN

BUHLER, KS 67522 - 0000

In good standing ☒ Yes () No () Not Applicable () Registered

STATE OF KANSAS

OFFICE OF SECRETARY OF STATE

RON THORNBURGH

To all to whom these presents shall come, Greetings:

I, RON THORNBURGH, Secretary of State of the state of Kansas,
do hereby certify that, according to the records of this office,

WILDFLOWER TELECOMMUNICATIONS, LLC
KANSAS LIMITED LIABILITY COMPANY
Business Entity ID Number: 3898384

was filed in this office on February 10, 2006 and has complied with the
applicable provisions of the laws of the State of Kansas and on this date is in
good standing and authorized to transact business or to conduct its affairs
within this state.

Dated: 02/17/2006

For Validation:

Certificate ID: **43087**

To validate this certificate, visit the following
web site, enter this certificate ID, then follow
the instructions displayed.

<https://www.accesskansas.org/businessentity/validate.html>

Secretary of State Seal

Signed:
Signature of Secretary of State
RON THORNBURGH
SECRETARY OF STATE

Exhibit E

Billing Example

Wildflower Telecommunications, LLC Details Account Statement

Date: 2/4/2006

102 N Main
Buhler, KS 67522-0348

Account: 1001

Phone: (620)543-2580 / Fax: (866)459-6381

Bill to: 1001
daniel friesen
test
Buhler, KS 67522

Invoice	2691	Date	12/12/2003	Invoice Name	Example			
Item		Description		Price	Qty	Extended Price		
SVC#1		Point to Point T1 Fee		\$450.00	1	\$450.00		
		Subtotal	Total Taxes	Total	Paid	Due		
		\$450.00	\$0.00	\$450.00	\$0.00	\$450.00		

Invoice	3448	Date	1/12/2006	Invoice Name	Example			
Item		Description		Price	Qty	Extended Price		
SVC#1		Point to Point T1 Fee		\$450.00	1	\$450.00		
		Subtotal	Total Taxes	Total	Paid	Due		
		\$450.00	\$0.00	\$450.00	\$0.00	\$450.00		

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

Due Date: 2/24/2006**Please Pay this Amount: \$900.00**

0-30 Days	30-60 Days	60-90 Days	Over 90 Days
\$450.00	\$450.00		

Please return this portion with payment.

Account: 1001

Name: daniel friesen

Username: sarah@ideateksystems.com

r2691-3448Mail remittance to:
Wildflower Telecommunications, LLC
PO Box 348
102 N Main
Buhler, KS 67522-0348

Total Amount Due:

Amount Enclosed:

Exhibit F

Proposed Tariff

Kansas Telecommunications Tariff

This Tariff contains the descriptions, regulations, and rate applicable to the furnishing of service and facilities for Local Exchange telecommunications services within the State of Kansas by Wildflower Communications, Inc. This tariff is on file with the Kansas Corporation Commission. Copies may be inspected, during normal business hours at the following locations:

Wildflower Telecommunications, Inc
102 N. Main Street
Buhler, Kansas 67522
(866 844-6381)

Or

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

ISSUED:

EFFECTIVE:

Wildflower Telecommunications, LLC

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

CHECK SHEET

All sheets of this tariff are effective as of the date shown at the bottom of the respective sheet(s).
Original and revised sheets as named below comprise all changes from the original tariff and are
currently in effect as of the date on the bottom of this sheet.

<u>SHEET</u>	<u>REVISION LEVEL</u>	<u>SHEET</u>	<u>REVISION LEVEL</u>
1	Original		
2	Original		
3	Original		
4	Original		
5	Original		
6	Original		
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19	Original		
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21	Original		
22	Original		
23	Original		
24	Original		
25	Original		

ISSUED:

EFFECTIVE:

Wildflower Telecommunications, LLC

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

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ISSUED:

EFFECTIVE:

Wildflower Telecommunications, LLC

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

TARIFF FORMAT

- A. Page Numbering – Page numbers appear in the upper right hand corner of the page. Pages are numbered sequentially. 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 Pages 3 and 4 would be numbered 3.1.
- B. Page Revision Numbers – Revision numbers also appear in the upper-right corner of the Page. These numbers are used to determine the most current page version on file with the Commission. For example, 4th Revised Page 4 cancels 3rd Revised Page 4.
- C. Paragraph Numbering Sequence – Paragraphs in this tariff are numbered. Each level of numbers is subservient to the next higher level. For example,
- 2.
 - 2.1.
 - 2.1.1.
 - 2.1.1.A.
 - 2.1.1.A.1.
 - 2.1.1.A.1.(a)

Check Sheet – 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 revision number. When new sheets are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc., remains the same, just revised revision levels on some sheets). 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.

ISSUED:

EFFECTIVE:

Wildflower Telecommunications, LLC

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

APPLICATION OF TARIFF

This tariff contains the regulations and rates applicable to the provision of local exchange service by Wildflower Telecommunications, LLC within the State of Kansas and subject to the jurisdiction of the Kansas Corporation Commission.

ISSUED:

EFFECTIVE:

Wildflower Telecommunications, LLC

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

Explanation of Symbols

- (D) To signify "discontinued" material.
- (I) To signify an "increase" in the rate or charge.
- (M) To signify "material relocated 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."

ISSUED:

EFFECTIVE:

Wildflower Telecommunications, LLC

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

TECHNICAL TERMS AND ABBREVIATIONS

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

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

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

CLEC – A new Local Exchange Carrier authorized under the 1996 Telecommunications Act.

Commission – Kansas Corporation Commission.

Customer – 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.

ISSUED:

EFFECTIVE:

Wildflower Telecommunications, LLC

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

Facilities Based CLEC – 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.

Local Exchange Services – Telecommunications services furnished for use by end-users in placing and receiving local telephone calls within local calling areas.

Reseller – 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.

Person-to-Person Calling – 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.

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

ISSUED:

EFFECTIVE:

Wildflower Telecommunications, LLC

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

SECTION 1 – RULES AND REGULATIONS

2.1 Undertaking of the Company

The Company services offered pursuant to this tariff are furnished for Local Exchange Service among specified point within a Local Calling Area. The Company will offer these services over a combination of Unbundled Network Elements, Resold Facilities, and the Company's own Facilities.

The Company installs, operates, and maintains the communications services provided herein in accordance with the terms and conditions set forth under this tariff. The Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities as required in the Commission's rules and orders, when authorized by the Customer, to allow connection of a Customer's location to the Company's network. The Customer shall be responsible for all charges due for such service arrangements.

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.

2.2 Limitations

2.2.1 Service is offered subject to the availability of the necessary facilities and equipment, and subject to the provisions of this tariff.

2.2.2 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.

ISSUED:

EFFECTIVE:

Wildflower Telecommunications, LLC

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

-
- 2.2.3 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 or for failure to establish connections.
- 2.2.4 All facilities provided under this tariff are directly controlled by the Company and the 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.
- 2.2.5 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.
- 2.3 Use
- Service provided under this tariff may be used for any lawful purpose for which the service is technically suited.

ISSUED:

EFFECTIVE:

Wildflower Telecommunications, LLC

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

2.4 Liabilities of the Company

- 2.4.1 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.
- 2.4.2 The Company shall not be liable for claim or loss, expense or damage (including indirect, special, or consequential damage), for any interruption, delay, error, omission, or defect in any service, facility, or transmission provided under this tariff, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, by an act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.
- 2.4.3 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.
- 2.4.4 No agent or employee of any other carrier shall be deemed to be an agent or employee of the Company.
- 2.4.5 The Company shall not be liable for any defacement of or damages to the premises of a Customer resulting from the furnishing of service which is not the direct result of the Company's negligence.

ISSUED:

EFFECTIVE:

Wildflower Telecommunications, LLC

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

2.5 Deposits

The Company may require a Deposit before Service is installed. This determination will be based upon routine credit and relationship examination. Should a deposit be required, it will not exceed two months of recurring cost for the Services being installed. Any Customer deposits held by the Company shall accrue interest as prescribed in Section 20VAC 5-10-20 of the Code of Kansas.

2.6 Taxes

All state and local taxes (including but not limited to franchise fees, excise tax, sales tax, municipal utilities tax) are listed as separate line items and are not included in the quoted rates.

2.7 Installation

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

2.8 Payment for Service

The Customer is responsible for payment of all charges for services furnished to the Customer or to an Authorized User of the Customer by the Company. All charges due by the Customer are payable to the Company or to any agency duly authorized to receive such payments. Terms of payment shall be according to the rules and regulations of the agency and subject to the rules of regulatory agencies, such as the Kansas Corporation Commission.

The Company's billing invoices will be considered correct and binding upon the Customer if no notice is received from the Customer within thirty (30) days of the date of the invoice. Billing inquiries may be made in writing, in person, by email, or by telephone. Adjustments to Customer's bills shall be made to the extent circumstances exist which reasonably indicate that such changes are appropriate. Upon receipt of a billing inquiry, charges involved in the disputed element(s) of the invoice will be temporarily suspended pending resolution of the dispute. The Customer, however, remains responsible for the timely payment of the non-disputed elements of the invoice. If a Customer is not satisfied with the Company's response to an inquiry or request for credit, he or she may appeal to the Kansas Corporation Commission for final resolution.

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2.9 Late Payment Charge

The Company will assess a 1.5% charge/month for late payment on unpaid balances. A payment is considered late as of the 1st day of the month following the month in which the Customer is invoiced (or 28 days from the date of the Invoice, whichever is greater). No late fees shall be assessed on late payment penalties – only services. Payments shall be applied 1st to unpaid balances, 2nd to unpaid late fees.

2.10 Terms

Service is offered on a one year automatically renewing term basis.

2.11 Cancellation by Customer

Customer may cancel service by providing written or oral notice to the Company.

2.12 Cancellation Fees

Early cancellation shall incur a fee equal to 50% of remaining payments.

2.13 Interconnection

Service furnished by the Company may be connected with the service of facilities of other carriers or enhanced service providers. The Customer is responsible for all charges billed by these entities for use in connection with the Company's service. Any special interface equipment or facilities necessary to achieve compatibility between these entities is the responsibility of the Customer. Neither the Company nor any connecting carrier participating in a service shall be liable for any act or omission of any other company or companies furnishing a portion of such service.

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2.14 Refusal or Discontinuance by Company

The Company may refuse or discontinue service under the following conditions provided that, unless otherwise stated, the Customer shall be given proper notification to comply with any rule or remedy and deficiency:

- 2.14.1 For non-compliance with or violation of any State, municipal, or Federal law, ordinance or regulation pertaining to telephone service.
- 2.14.2 For user of telephone service for any other property or purpose than that described in the application.
- 2.14.3 For neglect or refusal to provide reasonable access to the Company or its agents for the purpose of inspection and maintenance of equipment owned by the Company or its agents.
- 2.14.4 For non-compliance with or violation of Commission regulation or the Company's rules and regulations on file with the Commission, provided ten days written notice is give before termination.
- 2.14.5 For non-payment of bills, including bills for any of the Company's other communication services, provided that suspension or termination of service shall not be made without seven days written notice to the Customer, except in extreme cases.
- 2.14.6 Without notice in the event of Customer or Authorized User use of equipment in such a manner as to adversely affect the Company's service to others. Within twenty-four (24) hours after such termination, the utility shall send written notification to the customer of the reasons for termination or refusal of service upon which the utility relies, and of the customer's right to challenge the termination by filing a formal complaint with the Commission.

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- 2.14.7 Without notice in the event of tampering with the equipment or services owned by the Company or its agents. Within twenty-four (24) hours after such termination, the utility shall send written notification to the customer of the reasons for termination or refusal of service upon which the utility relies, and of the customer's right to challenge the termination by filing a formal complaint with the commission.
- 2.14.8 Without notice in the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, the Company may, before restoring service, require the Customer to make, at his or her own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use. Within twenty-four (24) hours after such termination, the utility shall send written notification to the customer of the reasons for termination or refusal of service upon which the utility relies, and of the customer's right to challenge the termination by filing a formal complaint with the Commission.
- 2.14.9 Without notice by reason for any order or decision of a court or other government authority having jurisdiction which prohibits Company from furnishing such services.

2.15 Tests, Pilots, Promotional Campaigns and Contests

The Company may conduct special tests or pilot programs and promotions at its discretion to demonstrate the ease of use, quality of service and to promote the sale of its services. The Company may also waive a portion or all processing fees or installation fees for winners of contests and other occasional promotional events sponsored or endorsed by the Company. From time to time, the Company may waive all processing fees for a Customer. The Company will notify the Commission regarding specific promotions and contests.

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2.16 Interruption of Service

Credit allowances for interruptions of service which are not due to the Company's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment or communications Systems provided by the Customer, are subject to a general liability provisions set forth in Section 2.4 herein. It shall be the obligation of the Customer to notify the Company immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, Customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any, furnished by Customer and connected to Company's terminal. Interruptions caused by Customer provided or Company provided automatic dialing equipment are not deemed an interruption of service as defined herein since the Customer has the option of using the long distance network via local exchange company access.

2.17 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.

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2.18 Returned Check Charges

A fee of \$20.00 may be charged for each check returned for insufficient funds.

2.19 Service Implementation

Absent a promotional offering, service implementation charges of \$10.00 per service order will apply to new service orders or to orders to change existing service after initial installation.

2.20 Reconnection Charge

The Company will charge a reconnection fee as set forth in this tariff.

2.21 Operator Service Rules

The Company will enforce the operator service rules specified by the Commission and by the FCC.

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2.22 Access to Telephone Relay Services

Where required by the Commission, the Company will participate in telephone relay service for handicapped and/or hearing impaired end users, and will comply with all regulations and requirements. The Company shall impose any monthly surcharge or any other related charge upon its local exchange telecommunications subscribers as may be required by state law.

2.23 Access to Carrier of Choice

End users of the Company's local service shall have the right to select the inter-exchange telecommunications service provider (IC) of their choice. The IC should request confirmations/verifications of choice from its customers no later than the date of submission of its first bill to the customer. The Company should maintain signed letters of agency or confirmations of choice on file for use in dispute resolution.

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2.24 Directory Listings

- 2.24.1 The Company does not publish a directory of subscriber listings. The Company, however, does arrange for the Customer's main billing number to be placed in the directory or directories of the dominant local exchange carrier.
- 2.24.2 The rates and regulation specified herein for directory listings apply only to the alphabetical section of the directory. Listings are intended solely for the purpose of identifying subscriber's telephone number and as an aid to the use of telephone service.
- 2.24.3 The listings of subscribers, either without charge or at the rate specified within this tariff for other listings are arranged alphabetically and are not intended for special prominence of arrangement. In accepting listings as requested by subscribers or prospective subscribers, the Company will not be a party to controversies between subscribers as result of publication of such listings in the directories.
- 2.24.4 The Listings must conform to the Company's specifications with respect to the directories. The Company reserves the right to reject listings when in, its sole judgement, such listings would violate the integrity of company records and the directories, confuse individuals using the directory, or when the customer cannot provide satisfactory evidence that he is authorized to do business as requested.
- 2.24.5 The Company reserves the right to limit the length of any listing to one line in the directly by use of abbreviations when, in its sole judgement, the clearness of the listing and the identification of the subscriber is not impaired.
- 2.24.6 Generally, the listed address is the location of the Customer's business or residence where applicable.

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2.25 Universal Emergency Telephone Number Service (911, E911)

2.25.1 This tariff does not provide for the inspection or constant monitoring of facilities to discover errors, defects, or malfunction in the service, nor does the Company undertake such responsibility.

2.25.2 911 information consisting of the names, addresses, and telephone numbers of all telephone customers is confidential. The Company will release such information via the Data Management System only after a 911 call has been received, on a call by call basis, only for the purpose of responding to an emergency call in progress.

2.25.3 The 911 calling party, by dialing 911, waives the privacy afforded by non-listed and non-published service to the extent that the telephone number, name, and address associated with the originating station location are furnished to the Public Safety Answering Point.

2.25.4 After the establishment of service, it is the Public Safety Agency's responsibility to continue to verify the accuracy of and to advise the Company of any changes as they occur in street names, establishment of new streets, changes in address numbers used on existing streets, closing and abandonment of streets, changes in police, fire, ambulance or other appropriate agencies' jurisdiction over any address, annexations and other changes in municipal and county boundaries, incorporation of new cities or any other similar matter that may affect the routing of 911 calls to the proper Public Safety Answering Point.

2.25.5 The Company assumes no liability for any infringement, or invitation of any right of privacy of any person or person caused, or claimed to be caused, directly or indirectly by the use of 911 Service. Under the terms of this tariff, the Public Safety Agency must agree, (except where the events, incidents, or eventualities set forth in this sentence are the result of the Company's gross negligence or willful misconduct), to release, indemnify, defend and hold harmless the Company from any and all losses or claims whatsoever, whether suffered, made, instituted, or asserted by the Public Safety Agency or by any other party or person, for any personal injury to or death of any person or persons, or for any loss, damage, or destruction of any property, whether owned by the customer or others. Under the terms of this tariff, the Public Safety Agency must also agree to release, indemnify, defend and hold harmless the Company for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion, of use of 911 Service features and the equipment associated therewith, or by any services furnished by the Company in connection therewith, including, but not limited to, the identification of the telephone number, address, or name associated with the telephone used by the party or parties accessing 911 Service hereunder, and which arise out of negligence other wrongful act of the Public Safety Agency, its users, agencies, or municipalities, or the employees or agents of any one of them, or which arise out of the negligence, other than gross negligence or willful misconduct, of the Company, its employees or agents.

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SECTION 3 – DESCRIPTION OF SERVICE

3.1 Local Service Area

The Company will provide complex digital service throughout the state on a case by case basis.

3.2 Product Descriptions

3.2.1 Complex Digital Service. The company provides high-capacity digital circuits to its customers (24 voice/digital paths per 1.544 Mhz circuit). Customer's equipment must be able to handle the Company's SS7 signaling. Service also requires a Point to Point Access Loop (may be provided by the Customer). Service also requires a means to relay SS7 signaling, usually a Point to Point Access Loop.

3.2.2 Point to Point Access Loop. The company provides point to point T1 (1.544 Mhz) access loops throughout the State of Kansas.

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SECTION 4 – RATES

4.1 Complex Digital Service

4.1.1 Monthly Charge

1st circuit: \$450/month
2nd circuit: \$350/month
3rd – up circuit: \$250/month

4.1.2 Installation Charge

\$300/circuit

4.1.3 Other Charges

This service requires a Point to Point Access Loop. Customer may provide loop, or Company can provide loop.

4.2 Point to Point Access Loop.

4.2.1 Monthly Charge

Case by case basis depending upon mileage and costs to Company.

4.2.2 Installation Charge

\$300/loop.

Or a case by case basis depending upon costs to Company.

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4.3 Late Fees

1.5%/month. No late fees on unpaid late fees. Late fee is assessed each month on unpaid balance – not including unpaid late fees. Payments are applied toward unpaid balances before late fees.

4.4 Returned Check Charge

\$20 per check

4.5 Reconnection Charge (if reconnected within 14 days)

\$100/circuit or loop.

4.6 Early Cancellation Fees

Services cancelled by Customer, or terminated by Company, before the end of the Term shall be billed 50% of the amount which would have been billed if the service had remained for the full Term.

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SECTION 5 – Individual Case Basis

5.1 Individual Case Basis (ICB) Arrangements

Arrangements will be developed on a case by case basis in response to a bona fide special request from a Customer or prospective Customer to develop a bid for a service not generally available under this tariff. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis.

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SECTION 6 – BILL CONTENTS

6.1 Bill Contents

The Company's customer bills contain the following information:

1. Name and address of the Company
Address for Correspondence
Address for Remittance
2. Customer Service/Billing Inquiry telephone number.
3. Name and Address of Customer
4. Bill Date
5. Due Date
6. All Account Numbers
7. Invoice Number
8. Detail of Charges (including taxes)
9. Summary of Charges

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SECTION 7 – STATE CORPORATION COMMISSION COMMUNICATIONS DIVISION

7.1 Address of the State Corporation Commission Communications Division

Kansas State Corporation Commission
Topeka Office
1500 SW Arrowhead Road
Topeka, KS 66604-4027

7.2 Telephone Numbers of the State Corporation Commission Communications Division

785-271-3100 (Direct)
785-271-3354 (Fax)

7.3 Web site address of State Corporation Commission

<http://www.kcc.state.ks.us/>

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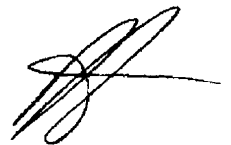
Exhibit G

KCC Telecommunications Carrier Code of Conduct

Telecommunications Carrier Code of Conduct
Kansas Corporation Commission

As a provider of telecommunications services in the state of Kansas, Applicant, by and through its undersigned officer, commits to comply with the following:

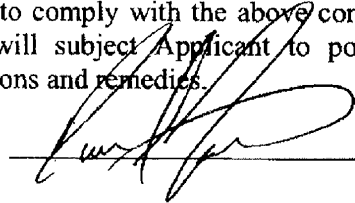
- If applying for certification to provide local telecommunications service, provide:
Access to 911 and E911 services;
White page directory listings;
Access to telephone relay services;
Access to directory assistance;
Access to operator services;
Kansas Lifeline service discounts;
Equal access to interLATA long distance carriers;
Free blocking of 900- and 700-type services
Interconnection on a nondiscriminatory basis with other local exchange carriers
- Follow all applicable Commission rules and regulations, including but not limited to, billing practice standards as set out in KCC May 22, 1986 order in Docket No. 120,408-U and subsequent billing practice standards approved by the Commission.
- Local exchange and competitive local exchange carriers will follow quality of service standards as set out in an order dated January 8, 1999 in Docket No. 191,206-U and subsequent billing standards approved by the Commission.
- Maintain required registration with the Office of the Kansas Secretary of State. To contact the Kansas Secretary of State: Memorial Hall, First Floor, 120 SW 10 Ave., Topeka, KS 66612-1594 (785) 296-4564 or www.kssos.org.
- File annual reports with the Commission in accordance with K.S.A. 66-123.
- File reports and pay assessments to the Kansas Universal Service Fund (KUSF) as set forth in K.S.A. 66-2008(a) and the Commission's December 27, 1996 Order in Docket No. 94-GIMT-478-GIT. KUSF instructions and remittance forms may be obtained online at www.neca.org.
- A competitive local exchange carrier wishing to discontinue service shall notify customers and the Commission in accordance with Order No. 5 in the Commission's Docket No. 01-GIMT-649-GIT. An inter-exchange carrier providing service in Kansas wishing to discontinue service shall notify customers in accordance with FCC regulations.
- Treat each customer equally to all other similarly situated customers, free of prejudice or disadvantage.



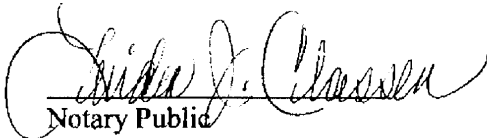
- Respect customers' right to select different telecommunications services and vendors.
- Administer procedures to prevent deceptive and unfair marketing practices aimed at potential or existing customers.
- Protect customers' right to privacy, by safeguarding records and personal information against unauthorized use.
- Respond to consumer complaints or inquiries submitted by Commission Staff thoroughly and quickly.

Verification

I, Daniel P. Friesen, of lawful age, and being first duly sworn, now state: As an officer of the Applicant, I am authorized to and do hereby make the above commitment. Further, I acknowledge that failure to comply with the above commitments or other lawful requirements of the Commission will subject Applicant to potential fines, penalties, revocation of certification, or other sanctions and remedies.



Subscribed and sworn to before me on this 14th Day of February, 2006


Notary Public

(10-25-04)

