

Telecommunications



Franchise

ARCADIAN INFRACOM 2, LLC

JANUARY 6, 2025 –
JANUARY 6, 2030

***DEPARTMENT OF BUSINESS LICENSE
FRANCHISE SERVICES DIVISION
500 S. GRAND CENTRAL PARKWAY, 3RD FLOOR
LAS VEGAS, NEVADA 89155***

CLARK COUNTY BOARD OF COMMISSIONERS
TICK SEGERBLOM, Chair • WILLIAM McCURDY II, Vice Chair
JAMES B. GIBSON • JUSTIN JONES • MARILYN KIRKPATRICK • ROSS MILLER • MICHAEL NAFT

COUNTY MANAGER
KEVIN SCHILLER

**CLARK COUNTY, NEVADA
TELECOMMUNICATIONS
FRANCHISE AGREEMENT
GRANTED TO
ARCADIAN INFRACOM 2, LLC**

THIS FRANCHISE is granted this 6th day of January, 2025, by Clark County, Nevada, a political subdivision of the State of Nevada, acting by and through its Board of County Commissioners which is its governing body (hereinafter called "County"), to Arcadian Infracom 2, LLC, d/b/a Arcadian or Arcadian Infracom (hereinafter called "Franchisee"), authorized by the Public Utilities Commission of Nevada to do business in the State of Nevada.

WITNESSETH:

WHEREAS, the Franchisee, a limited liability company organized and existing under and by virtue of the laws of the State of Delaware, and duly qualified to transact business within the State of Nevada, is engaged in the business of operating a telecommunications system to provide subscription service, as defined by Clark County Code; and

WHEREAS, the County is authorized, pursuant to Nevada Revised Statutes Chapter 709, to grant a franchise to install, maintain and operate facilities, as defined by Clark County Code, which requires the use of County's rights-of-way; and

WHEREAS, the Franchisee hereby attests that the information submitted in Franchisee's applications to the County to obtain the Telecommunications Franchise, attached hereto as Exhibit A and made a part hereof, is true and correct.

NOW, THEREFORE, in consideration of the premises and of the performance by the Franchisee of the requirements hereinafter set forth, and subject to the following terms and conditions, the County hereby grants to the Franchisee this Telecommunications System Franchise.

TERMS AND CONDITIONS:

1. DEFINITIONS

Definitions of terms in this Franchise Agreement shall be the same as those definitions listed in Clark County Code Chapters 5.01 and 6.13, as amended from time to time.

2. FRANCHISE AGREEMENT DURATION, CONDITIONS, EXTENSION

- (A) This Franchise shall be non-exclusive and shall be in force and effect from the date first written above until the 6th day of January, 2030. The Franchisee may request two five-year extensions of this Franchise Agreement. Failure to extend this Franchise Agreement shall automatically terminate this Franchise Agreement on its expiration date.
- (B) The Franchisee shall be subject to all applicable requirements of County ordinances, rules, regulations and specifications hereafter enacted or established in so far as such ordinances are not in violation of any State or Federal regulation. The Franchise shall at all times comply with applicable Federal, State and local laws, rules and regulations concerning the provision of Telecommunications Services, including all applicable Federal Communications Commission and Nevada Public Utility Commission rules, regulations and orders that apply to the Franchisee. In the event of any conflict between the provisions in Titles 5, 6 or 30 of Clark County Code, as amended from time to time, and any provisions of this Franchise Agreement, the Code provision shall control.
- (C) Except as otherwise provided by applicable law: (1) Franchisee shall not permit use by other persons of its facilities located in County rights-of-way, including but not limited to the use by other persons who are required to obtain a business license, Franchise or Rights-of-Way License Agreement from the County for such use, unless and until the other persons obtain such licenses or franchise; and (2) unless required by law, the Franchisee shall not permit another person, other than an affiliate of the Franchisee that is providing video service and has obtained a Certificate of Authority from the Nevada Secretary of State, to install its own facilities in, on, under, along or above the Franchisee's facilities.
- (D) Franchisee is hereby granted, during the term of this Franchise Agreement, a Franchise to install, operate and maintain its facilities in rights-of-way in unincorporated Clark County, pursuant to Clark County Code Titles 5, 6 and 30. Franchisee shall provide or make available to the County, upon request, the location of the facilities Franchisee has currently installed in the County rights-of-way.
- (E) Franchisee may expand this Franchise Agreement to install, maintain and operate its facilities in the County's rights-of-way beyond the original geographic area identified in this Agreement only by obtaining approval of an amended Franchise Agreement from the County. The County Commission may grant, with or without conditions, or deny such amendment in its sole discretion. In the event that an amendment of this Franchise Agreement is approved by the County Commission, such amendment shall be subject to all the terms and conditions of this Franchise Agreement and the terms and conditions of any amended agreement, and Titles 5, 6 and 30 of the Clark County Code, as amended from time to time.

- (F) This Franchise Agreement does not grant the Franchisee or any affiliate permission to offer subscription Video Service in the County. In order to provide Video Service to customers within the unincorporated areas of Clark County the Franchisee or any affiliate, if applicable, must apply for and be granted a Certificate of Authority by the Nevada Secretary of State to provide video service and construct a video service network within Clark County as provided for in Chapter 711 of the Nevada Revised Statutes and apply for and obtain the appropriate business license from Clark County.
- (G) The Franchisee acknowledges that this Franchise is for installation of facilities in County rights-of-way only, and that installation in, on, under, along or above County property may be permitted only through separate agreement and payment of rental fees.
- (H) The Franchisee shall be responsible for the maintenance and upkeep of any of the Franchisee's above-surface facilities located immediately adjacent to the rights-of-way granted by this Agreement. The Franchisee agrees to provide to the Department of Business License a response as to the resolution of any complaints regarding any maintenance or upkeep issues that have been received and submitted by the Department to the Franchisee.

3. ***FRANCHISEE'S WORK IN COUNTY RIGHTS-OF-WAY***

The Franchisee shall, in the installation, construction, operation, maintenance, reconstruction, removal, relocation or abandonment of its facilities in the County's rights-of-way, comply with all applicable provisions of Clark County Code Titles 5 and 6, and the improvement standards adopted in Title 30, as set forth and hereafter amended, and the "Uniform Standard Specifications for Off-Site Construction, Clark County Area" (latest edition) as adopted by the County Commission.

4. ***REMAIN IN PLACE FACILITIES***

Remain in Place Facilities are facilities consisting of only subterranean conduit without cable or wiring that:

- (A) The Franchisee owns or may own;
- (B) Exists as of the date of this Franchise Agreement and includes those that may be established in the future;
- (C) Are located in the County rights-of-way;
- (D) Are not in service and are no longer being used; and
- (E) The Franchisee intends to remain in their existing place.

The Franchisee agrees that the Remain in Place Facilities are allowed to remain in place subject to all applicable laws, regulations, standards and specifications, whether federal, state or local.

The Franchisee and the County agree that the Remain in Place Facilities are not abandoned under Clark County Code Chapter 5.01, and, with respect to Remain in Place Facilities only, this provision supersedes the provisions relating to abandonment even after termination or expiration of the Franchise Agreement.

Should the Franchisee allow for its Remain in Place Facilities to remain in place in the County rights-of-way, and such facilities interfere with existing or future County improvement(s) or work, as solely determined by the County, the Franchisee hereby consents to the removal and disposal, as solely determined by the County, of the interfering Remain in Place Facilities by the County or its contactor. The Franchisee disclaims its interest in the Remain in Place Facilities and releases the County and its contractors from all claims related to the removal and disposal of the Remain in Place Facilities. This provision supersedes expiration or termination of the Agreement.

For any facilities that are not Remain in Place Facilities, as defined herein, the provisions of Clark County Code Chapter 5.01 apply.

The Franchisee agrees to comply with all conditions of County-issued encroachment permits and/or County-approved plans relating to any given Remain in Place Facilities. The Franchisee agrees to continue to maintain record of the Remain in Place Facilities currently mapped and/or known. From the effective date of this Agreement, the Franchisee agrees to map and maintain record of all future Remain in Place Facilities. Said information shall be provided to the County in accordance with the provisions of Chapter 5.01 of the Clark County Code or as otherwise requested by the County.

5. *FRANCHISE PAYMENTS AND FEES*

The Franchisee shall pay all payments and fees assessed in accordance with its County business licenses(s) pursuant to Clark County Code Title 6, as amended from time to time.

6. *FRANCHISE REPORTING*

Each year during the term of the Franchise Agreement, the Franchisee shall submit a written report to the County Manager as required by Clark County Code Section 5.01.110.

7. *REVOCATION AND PENALTIES*

(A) After providing notice and an opportunity for the Franchisee to be heard and a reasonable opportunity to cure, the County Commission may impose fines or penalties in an amount deemed appropriate by the County Commission, but not exceeding the amount of security deposit established in Section 10 of this Agreement, upon the Franchisee if the County Commission finds that the Franchisee has failed to

comply with the applicable provisions of Clark County Code Titles 5, 6 or 30. Any such fines or penalties shall be due within thirty (30) days of written notification by the County, made payable to the County Treasurer, and delivered to the County's Director of Business License at the County's address indicated in Section 15 of this Franchise Agreement. A late charge of five percent (5%) of the fine or penalty imposed shall be assessed if the fine or penalty is not paid within thirty (30) days of the written notification.

If a fine or penalty which has been imposed by the County Commission is not paid within thirty (30) days from the date of written notification, Franchisee hereby grants County authorization to deduct the amount of the fine or penalty plus late charges, if any, from the security deposit provided for such purposes, pursuant to Section 9 of this Franchise Agreement and the applicable sections of Clark County Code Titles 5 and 6. If at any time the Director of Business License has drawn upon such security deposit, the Franchisee shall within thirty (30) days of notification from the Director of Business License replenish such security deposit to the original minimum amount established in section 9 of this Franchise Agreement.

- (B) In addition to the grounds for revocation set forth in the applicable sections of Clark County Code Titles 5 and 6, this Franchise Agreement may be revoked if, after providing notice and an opportunity for the Franchisee to be heard, and a reasonable opportunity to cure, the County Commission finds that the Franchisee failed to make payment of fines or penalties due under this Franchise Agreement or to comply with the provisions of this Franchise Agreement.

8. TRANSFER AND ASSIGNMENTS

The terms and conditions for transfer and assignment of franchises pursuant to the applicable sections of Clark County Code Chapter 5.01, as amended from time to time, shall apply to this Franchise Agreement.

9. INDEMNIFICATION

The Franchisee shall indemnify, save harmless, and defend the County, its officers and employees in accordance with the indemnification provisions of the applicable sections of Clark County Code Chapter 5.01.

10. INSURANCE AND SECURITY FOR PERFORMANCE

- (A) The Franchisee shall secure, maintain and provide certification of all insurance coverages in the amounts, kinds and form required pursuant to the applicable sections of Clark County Code Chapter 5.01 prior to commencement of any work in the County's rights-of-way.

(B) The Franchisee shall provide to the Director of Business License security for performance pursuant to the applicable sections of Clark County Code Chapter 5.01 in the amount of two hundred fifty thousand dollars (\$250,000). Franchisee hereby grants the County authorization to deduct assessed fines or penalties and late charges, if any, pursuant to Section 6 of this Agreement and the applicable sections of Clark County Code Chapter 5.01, from such security deposit.

11. RIGHTS RESERVED TO COUNTY

The County does hereby expressly reserve its rights, powers and authorities pursuant to the applicable sections of Clark County Code Title 5, as may be amended. The County expressly reserves the right to amend this Franchise Agreement by amendment to the Clark County Code to the maximum extent permitted by law.

12. AMENDMENTS

This Franchise Agreement may only be amended by written agreement between the Parties, subject to the approval of the County Commission, except as otherwise provided in Section 11 above.

13. SEVERABILITY

If any provision, section, paragraph, sentence, clause or phrase of this Franchise Agreement is for any reason held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity of the remaining portions of this Franchise Agreement. It is the intent of the Franchisee in requesting this Franchise Agreement and of the County Commission in approving this Franchise Agreement that no portion or provision thereof shall become inoperative or fail by reason of any invalidity or unconstitutionality of any portion of provision, and to this end all provisions of the Franchise Agreement are declared to be severable.

14. GIFTS

No officer or employee of Franchisee shall offer to any officer or employee of the County, either directly or indirectly, any rebate, contribution, gift, money, service without charge, or other thing of value whatsoever, except where given for the use and benefit of the County or political campaign contributions that comply with applicable federal, state and local laws.

15. NOTICE

All notices shall be sent to the County or Franchisee at the addresses indicated below. The Franchisee shall notify the County's Director of Business License of any change of address within ten (10) working days of such occurrence. Failure to provide notification, and any resulting delay in receipt of notice, shall not excuse the Franchisee from any obligation

imposed by the Franchise Agreement, nor shall it serve as cause for reduction or removal of any restriction, fine or penalty imposed by the County.

COUNTY:
Director of Business License
Clark County
500 S. Grand Central Pkwy., 3rd Floor
PO Box 551810
Las Vegas, NV 89155-1810

FRANCHISEE:
Arcadian Infracom2, LLC
232 N. Kingshighway Blvd., Suite 218
Saint Louis, MO 63108

16. PUBLIC PURPOSE

All of the regulations provided in this Franchise Agreement are hereby declared to be for a public purpose and the health, safety and welfare of the general public. Any member of the governing body of County official or employee charged with the enforcement of this Franchise Agreement, acting for the County in the discharge of his/her duties, shall not thereby render himself/herself personally liable; and he/she is hereby relieved from all personal liability for any damage that might accrue to persons or property as a result of any act required or permitted in the discharge of said duties. Neither the County nor the Franchisee by accepting this Franchise Agreement waives its rights to seek all appropriate legal and equitable remedies as allowed by law upon violation of the terms of this Franchise Agreement, including seeking injunctive relief in a court of competent jurisdiction.

17. RELOCATION OF FACILITIES

- (A) REMOVAL AND RELOCATION. Franchisee will be responsible for the cost of removal or relocation of its Facilities in Rights-of-Way in accordance with applicable provisions of Chapter 5.01 and Title 30 of the Clark County Code.
- (B) PRIOR RIGHTS; COST FOR RELOCATION. Notwithstanding any other provision of this Franchise Agreement to the contrary, if the County requires the Franchisee to relocate any of its Facilities located in the Rights-of-Way in which the Franchisee has demonstrated in accordance with this Subsection B that it had a valid Easement prior to the time such location was dedicated to or otherwise received or acquired by the County, the County shall be responsible for Franchisee's actual costs of relocating such Facilities pursuant to this Subsection B, including the cost of obtaining a new equivalent Easement for the Franchisee if the County determines that no space is available in the Rights-of-Way for the Franchisee's Facilities. The County will not be responsible for the relocation costs if the Facilities were not installed in conformance with the applicable statutes, ordinances and codes in effect at the time of the Facilities' original construction. All other provisions of this Section shall apply to the Franchisee's work in performing the relocation of any Facilities covered by this Section.

In instances where no Public Improvements or Facilities have been installed as of the Effective Date of this Franchise Agreement and a patent exists for roadway and utility

purposes and is not patented or reserved specifically in the name of the County or Franchisee, the party to this Franchise Agreement which is first to install a Public Improvement or Facility in such patent will be considered to have the prior right so long as in the case of the Franchisee the Facility was in place in accordance with applicable statutes, ordinances and codes in effect at the time of the Facilities' installation.

In instances where Public Improvements or Facilities have been installed prior to the Effective Date of this Franchise Agreement in a patent not reserved specifically in the name of the County or Franchisee, prior rights will be determined pursuant to the terms and conditions of the Franchise Agreement in effect at the time of installation of said Public Improvement or Facilities.

A claim from Franchisee for reimbursement for relocation of Facilities under a prior right must include a copy of the Easement instrument/document. If no such easement instrument/document can be produced, the claim must include a statement clarifying the prior land right, and must be signed by an officer, director or manager of the Franchisee who avers that the information set forth in the claim is accurate and complete. The claim must be accurate and include supporting proof that a prior land right exists for the Franchisee's Facilities. If the Franchisee fails to provide the County with sufficient proof of a prior right, the Franchisee will be responsible for the actual costs of the relocation.

In instances where the Franchisee has demonstrated a prior right in accordance with this Subsection B and the County requires the Franchisee to relocate its Facilities outside of its original prior right location, the County will recognize the Franchisee's prior right in the new location by issuance of an instrument/document recognizing the prior right.

18. APPLICABLE LAW

This Franchise Agreement is governed by and construed and enforced in accordance with the laws of the State of Nevada, and the Federal Communications Act of 1934, as amended by the Telecommunications Act of 1996 or subsequent amendments.

IN WITNESS WHEREOF the parties hereto have set their hands the day and year first above written.


CLARK COUNTY BOARD OF COMMISSIONERS

By _____
TICK SEGERBLOM, Chair

ATTEST:

LYNN MARIE GOYA, County Clerk

APPROVED AS TO FORM:
DISTRICT ATTORNEY



By: TIMOTHY BALDWIN
Deputy District Attorney

ARCADIAN INFRACOM 2, LLC

DocuSigned by:
Brock Killen
By: _____
NAME: Brock Killen
TITLE: CFO



EXHIBIT A

Department of Business License

Vincent V. Queano, Director

500 SOUTH GRAND CENTRAL PKY, 3RD FLOOR

BOX 551810

LAS VEGAS, NEVADA 89155-1810

Phone: (702) 455-4252

Toll Free: (800) 328-4813

Fax: (702) 386-2168

<http://www.clarkcountynv.gov/businesslicense>

APPLICATION FOR FRANCHISE AGREEMENT – PUBLIC UTILITIES

- Please fill out form completely; use **black** ink only; *incomplete, illegible, or altered application forms will be returned.*

BUSINESS INFORMATION

Date of Application: 9/13/2024	Business/ Entity Name: Arcadian Infracom 2, LLC		
Fictitious Firm Name(FFN)/ Doing Business As (DBA): Arcadian or Arcadian Infracom		Classification/ Category (NAICS Code): 517111	
Have you registered with the Nevada Secretary of State?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	NV Business ID (required): NV20232763195	

OWNERSHIP INFORMATION (Must total 100%; list all business owners, and/or officers.)

Type of Business Ownership (select one)	<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Corporation	<input checked="" type="checkbox"/> Limited Liability Co.
	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Partnership	<input type="checkbox"/> Other:

BUSINESS LOCATION AND CONTACT INFORMATION

Business Location/ Mailing Address			
Business/ Location Address: 232 N. Kingshighway Blvd., Suite 218	City/ State: Saint Louis, MO	Zip Code: 63108	Country: USA
<input checked="" type="checkbox"/> Check here if Mailing Address is the same as the Business Address. If different, please provide current mailing address on next line.			
Mailing Address:	City/ State:	Zip Code:	Country:

Business Contact Information		
Business Email: Legal@arcadianinfra.com	Business Phone: 1-888-481-6280	Business Fax: n/a

Authorized Contact Information		
Authorized Contact Name (First, M.I., Last): Asim Raza	Authorized Contact Title: VP & General Counsel	
Email Address: asim.raza@arcadianinfra.com	Primary Phone Number: 314.312.0671	Alternate Phone Number: 314.518.6467

FRANCHISE INFORMATION		
Length of Term Desired (not to exceed 10 years): 10	Public Utilities Commission of Nevada (PUCN) Certificate:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
		Certificate Number: CPC3100

Has the applicant ever been denied a license or had a license suspended or revoked for any reason?	<input type="checkbox"/> Yes* <input checked="" type="checkbox"/> No
*If you answered "Yes" to the question above, please attach a detail description of the suspension, revocation, and/or denial.	

List all third parties that the applicant is aware of at the time of application that will be using the applicant's facilities in the County's rights-of-way:	<input type="checkbox"/> List is provided below <input type="checkbox"/> List is attached <input checked="" type="checkbox"/> None
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Please attach the following to the application:

<input checked="" type="checkbox"/> Order and Certificate issued by the PUCN	<input checked="" type="checkbox"/> Map of the Service Area desired/ Requested
<input checked="" type="checkbox"/> Disclosure of Ownership Form	<input checked="" type="checkbox"/> Map of proposed initial route (Initial Franchise Application Only)

SIGNATURES (requires signatures of owner, officer, authorized or legal signer)

I certify the information provided herein and attached is true and accurate to the best of my knowledge. I understand that providing false, misleading, or fraudulent statements on this application or supporting documentation may be grounds for denial of this license or later revocation, suspension, or non-renewal.

DocuSigned by: 766732194267482...	Signature	Asim Raza, VP & General Counsel Print Name and Title	9/13/2024 Date
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ATTACHMENT 1-NEVADA PUC CERTIFICATE AND ORDER CPC3100

PUBLIC UTILITIES COMMISSION OF NEVADA

CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

Arcadian Infracom 2, LLC
d/b/a Arcadian and Arcadian Infracom

CPC 3100
Docket No. 23-10003

The Public Utilities Commission of Nevada ("Commission") entered its Order in Docket No. 23-10003 finding that Arcadian Infracom 2, LLC d/b/a Arcadian and Arcadian Infracom has met the requirements to operate as a competitive supplier of telecommunication service within the State of Nevada.

Arcadian Infracom 2, LLC d/b/a Arcadian and Arcadian Infracom is hereby granted this Certificate of Public Convenience and Necessity ("Certificate") as evidence of its authority to operate as a competitive supplier of telecommunication service within the State of Nevada. As a condition of this Certificate, Arcadian Infracom 2, LLC d/b/a Arcadian and Arcadian Infracom shall render reasonably continuous and adequate service to the public within the State of Nevada. Failure to comply with all applicable provisions of the Nevada Revised Statutes; all applicable rules, regulations, and orders of the Commission; and any applicable terms, conditions, and limitations pertaining to the privileges granted in this Certificate shall comprise sufficient grounds for the suspension or revocation of this Certificate. Nothing contained in this Certificate shall be construed to create a franchise or to constitute the granting of an irrevocable certificate.

This Certificate shall not be conveyed or transferred without the Commission's prior approval.


By the Commission,


HAYLEY WILLIAMSON, Chair


TAMMY CORDOVA, Commissioner

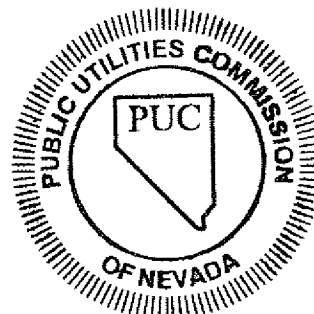

RANDY J. BROWN, Commissioner

Attest:


TRISHA OSBORNE,
Assistant Commission Secretary

Dated: Carson City, Nevada

12/5/23
(SEAL)



BEFORE THE PUBLIC UTILITIES COMMISSION OF NEVADA

Application of Arcadian Infracom 2, LLC d/b/a)
Arcadian and Arcadian Infracom for authority to)
operate as a competitive supplier of telecommunication) Docket No. 23-10003
service within the State of Nevada.)
_____)

At a general session of the Public Utilities Commission of Nevada, held at its offices on November 28, 2023.

PRESENT: Chair Hayley Williamson
Commissioner Tammy Cordova
Commissioner Randy J. Brown
Assistant Commission Secretary Trisha Osborne

ORDER

The Public Utilities Commission of Nevada (“Commission”) makes the following findings of fact and conclusions of law:

I. INTRODUCTION

Arcadian Infracom 2, LLC d/b/a Arcadian and Arcadian Infracom (“Arcadian”) filed with the Commission an application, designated as Docket No. 23-10003 (“Application”), for authority to operate as a competitive supplier of telecommunication service within the State of Nevada.

II. SUMMARY

The Commission grants the Application, as amended, and orders issuance of a Certificate of Public Convenience and Necessity granting Arcadian authority to operate as a competitive supplier of telecommunication service within the State of Nevada.

III. PROCEDURAL HISTORY

- On October 5, 2023, Arcadian filed its Application with the Commission pursuant to the Nevada Revised Statutes (“NRS”) and the Nevada Administrative Code (“NAC”) Chapters 703 and 704, including, but not limited to, NRS 704.330 and NAC 704.7472. Pursuant to NAC 703.5274, Arcadian requested confidential treatment of certain information filed under seal.
- The Regulatory Operations Staff of the Commission (“Staff”) participates as a matter of right pursuant to NRS 703.301.

- On October 9, 2023, the Commission issued a Notice of Application for Authority to Provide Telecommunication Service.
- On November 1, 2023, Arcadian filed an errata providing that it would not be submitting an amended Exhibit No. 10.
- On November 27, 2023, Staff filed a briefing memorandum (“Staff’s Briefing Memorandum”).
- On November 28, 2023, the Commission voted to adopt the recommendations in Staff’s Briefing Memorandum.

IV. APPLICATION

Arcadian’s Request

1. Arcadian requests authority to operate as a competitive supplier of telecommunication service within the State of Nevada. (Application at 1.)

Staff’s Position

2. Staff states that Arcadian has met the requirements of NAC 704.7472. (Staff’s Briefing Memorandum at 1.) Staff recommends the Commission grant the Application, as amended, and issue an order and a certificate granting Arcadian authority to operate as a competitive supplier of telecommunication service within the State of Nevada. (*Id.*)

Commission Discussion and Findings

3. The Commission adopts the analysis and recommendations found in Staff’s Briefing Memorandum. The Commission finds that Arcadian has met the requirements of NAC 704.7472 and grants the Application, as amended.

Therefore, it is ordered:

1. The Application of Arcadian Infracom 2, LLC d/b/a Arcadian and Arcadian Infracom, designated as Docket No. 23-10003, is granted, as amended.

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2. The Assistant Commission Secretary shall issue to Arcadian Infracom 2, LLC d/b/a Arcadian and Arcadian Infracom a Certificate of Public Convenience and Necessity authorizing Arcadian Infracom 2, LLC d/b/a Arcadian and Arcadian Infracom to operate as a competitive supplier of telecommunication service within the State of Nevada.

By the Commission,

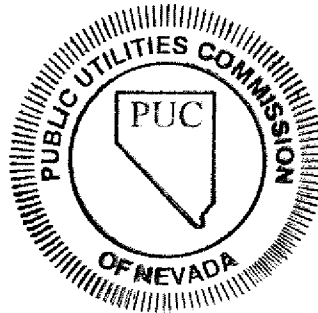


TRISHA OSBORNE,
Assistant Commission Secretary on behalf of
the Commissioners

Dated: Carson City, Nevada

12/5/23

(SEAL)



**INSTRUCTIONS FOR COMPLETING THE
DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM**

Purpose of the Form

The purpose of the Disclosure of Ownership/Principals Form is to gather ownership information pertaining to the business entity for use by the Board of County Commissioners ("BCC") in determining whether members of the BCC should exclude themselves from voting on agenda items where they have, or may be perceived as having a conflict of interest, and to determine compliance with Nevada Revised Statute 281A.430, contracts in which a public officer or employee has interest is prohibited.

General Instructions

Completion and submission of this Form is a condition of approval or renewal of a contract or lease and/or release of monetary funding between the disclosing entity and the appropriate Clark County government entity. Failure to submit the requested information may result in a refusal by the BCC to enter into an agreement/contract and/or release monetary funding to such disclosing entity.

Detailed Instructions

All sections of the Disclosure of Ownership form must be completed. If not applicable, write in N/A.

Business Entity Type – Indicate if the entity is an Individual, Partnership, Limited Liability Company, Corporation, Trust, Non-profit Organization, or Other. When selecting 'Other', provide a description of the legal entity.

Non-Profit Organization (NPO) - Any non-profit corporation, group, association, or corporation duly filed and registered as required by state law.

Business Designation Group – Indicate if the entity is a Minority Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), Small Business Enterprise (SBE), Physically-Challenged Business Enterprise (PBE), Veteran Owned Business (VET), Disabled Veteran Owned Business (DVET), or Emerging Small Business (ESB) . This is needed in order to provide utilization statistics to the Legislative Council Bureau, and will be used only for such purpose.

- **Minority Owned Business Enterprise (MBE):** An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more minority persons of Black American, Hispanic American, Asian-Pacific American or Native American ethnicity.
- **Women Owned Business Enterprise (WBE):** An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more women.
- **Physically-Challenged Business Enterprise (PBE):** An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more disabled individuals pursuant to the federal Americans with Disabilities Act.
- **Small Business Enterprise (SBE):** An independent and continuing business for profit which performs a commercially useful function, is not owned and controlled by individuals designated as minority, women, or physically-challenged, and where gross annual sales does not exceed \$2,000,000.
- **Veteran Owned Business Enterprise (VET):** An independent and continuing Nevada business for profit which performs a commercially useful function and is at least 51 percent owned and controlled by one or more U.S. Veterans.
- **Disabled Veteran Owned Business Enterprise (DVET):** A Nevada business at least 51 percent owned/controlled by a disabled veteran.
- **Emerging Small Business (ESB):** Certified by the Nevada Governor's Office of Economic Development effective January, 2014. Approved into Nevada law during the 77th Legislative session as a result of AB294.

Business Name (include d.b.a., if applicable) – Enter the legal name of the business entity and enter the "Doing Business As" (d.b.a.) name, if applicable.

Corporate/Business Address, Business Telephone, Business Fax, and Email – Enter the street address, telephone and fax numbers, and email of the named business entity.

Nevada Local Business Address, Local Business Telephone, Local Business Fax, and Email – If business entity is out-of-state, but operates the business from a location in Nevada, enter the Nevada street address, telephone and fax numbers, point of contact and email of the local office. Please note that the local address must be an address from which the business is operating from that location. Please do not include a P.O. Box number, unless required by the U.S. Postal Service, or a business license hanging address.

Number of Clark County Nevada Residents employed by this firm. (Do not leave blank. If none or zero, put the number 0 in the space provided.)

List of Owners/Officers – Include the full name, title and percentage of ownership of each person who has ownership or financial interest in the business entity. If the business is a publicly-traded corporation or non-profit organization, list all Corporate Officers and Directors only.

For All Contracts – (Not required for publicly-traded corporations)

- 1) Indicate if any individual members, partners, owners or principals involved in the business entity are a Clark County full-time employee(s), or appointed/elected official(s). If yes, the following paragraph applies.

In accordance with NRS 281A.430.1, a public officer or employee shall not bid on or enter into a contract between a government agency and any private business in which he has a significant financial interest, except as provided for in subsections 2, 3, and 4.

- 2) Indicate if any individual members, partners, owners or principals involved in the business entity have a second degree of consanguinity or affinity relation to a Clark County full-time employee(s), or appointed/elected official(s) (reference form on Page 2 for definition). If **YES**, complete the Disclosure of Relationship Form. Clark County is comprised of the following government entities: Clark County, Department of Aviation (McCarran Airport), and Clark County Water Reclamation District. Note: The Department of Aviation includes all of the General Aviation Airports (Henderson, North Las Vegas, and Jean). **This will also include Clark County Detention Center.**

A professional service is defined as a business entity that offers business/financial consulting, legal, physician, architect, engineer or other professional services.

Signature and Print Name – Requires signature of an authorized representative and the date signed.

Disclosure of Relationship Form – If any individual members, partners, owners or principals of the business entity is presently a Clark County employee, public officer or official, or has a second degree of consanguinity or affinity relationship to a Clark County employee, public officer or official, this section must be completed in its entirety.

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
Business Designation Group (Please select all that apply)						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
Number of Clark County Nevada Residents Employed:					0	
Corporate/Business Entity Name: Arcadian Infracom 2, LLC						
(Include d.b.a., if applicable) Arcadian and Arcadian Infracom						
Street Address: 232 N. Kingshighway Blvd, Suite 218			Website: arcadianinfra.com			
City, State and Zip Code: Saint Louis, MO 63108			POC Name: Asim Raza, asim.raza@arcadianinfra.com			
			Email:			
Telephone No: 1-888-481-6280			Fax No: n/a			
Nevada Local Street Address: (If different from above) n/a			Website:			
City, State and Zip Code:			Local Fax No:			
Local Telephone No:			Local POC Name:			
			Email:			

All entities, with the exception of publicly-traded and non-profit organizations, must list the names of individuals holding more than five percent (5%) ownership or financial interest in the business entity appearing before the Board.

Publicly-traded entities and non-profit organizations shall list all Corporate Officers and Directors in lieu of disclosing the names of individuals with ownership or financial interest. The disclosure requirement, as applied to land-use applications, extends to the applicant and the landowner(s).

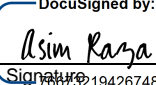
Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
Arcadian Infracom, Inc.	Parent company of Arcadian Infracom 2, LLC	100%

This section is not required for publicly-traded corporations. Are you a publicly-traded corporation? Yes No

- Are any individual members, partners, owners or principals, involved in the business entity, a Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?
 Yes No (If yes, please note that County employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)
- Do any individual members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?
 Yes No (If yes, please complete the Disclosure of Relationship form on Page 2. If no, please print N/A on Page 2.)

I certify under penalty of perjury, that all of the information provided herein is current, complete, and accurate. I also understand that the Board will not take action on land-use approvals, contract approvals, land sales, leases or exchanges without the completed disclosure form.

DocuSigned by:

 Signature: Asim Raza
 Print Name: Asim Raza
 Date: 9/13/2024
 Title: VP & General Counsel

DISCLOSURE OF RELATIONSHIP

List any disclosures below:
(Mark N/A, if not applicable.)

NAME OF BUSINESS OWNER/PRINCIPAL	NAME OF COUNTY* EMPLOYEE/OFFICIAL AND JOB TITLE	RELATIONSHIP TO COUNTY* EMPLOYEE/OFFICIAL	COUNTY* EMPLOYEE'S/OFFICIAL'S DEPARTMENT
n/a			

* County employee means Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District.

“Consanguinity” is a relationship by blood. “Affinity” is a relationship by marriage.

“To the second degree of consanguinity” applies to the candidate’s first and second degree of blood relatives as follows:

- Spouse – Registered Domestic Partners – Children – Parents – In-laws (first degree)
- Brothers/Sisters – Half-Brothers/Half-Sisters – Grandchildren – Grandparents – In-laws (second degree)

For County Use Only:

If any Disclosure of Relationship is noted above, please complete the following:

Yes No Is the County employee(s) noted above involved in the contracting/selection process for this particular agenda item?

Yes No Is the County employee(s) noted above involved in any way with the business in performance of the contract?

Notes/Comments:

Signature

Print Name
Authorized Department Representative

APPLICATION FOR FRANCHISE AGREEMENT-PUBLIC UTILITIES
ARCADIAN INFRACOM 2, LLC

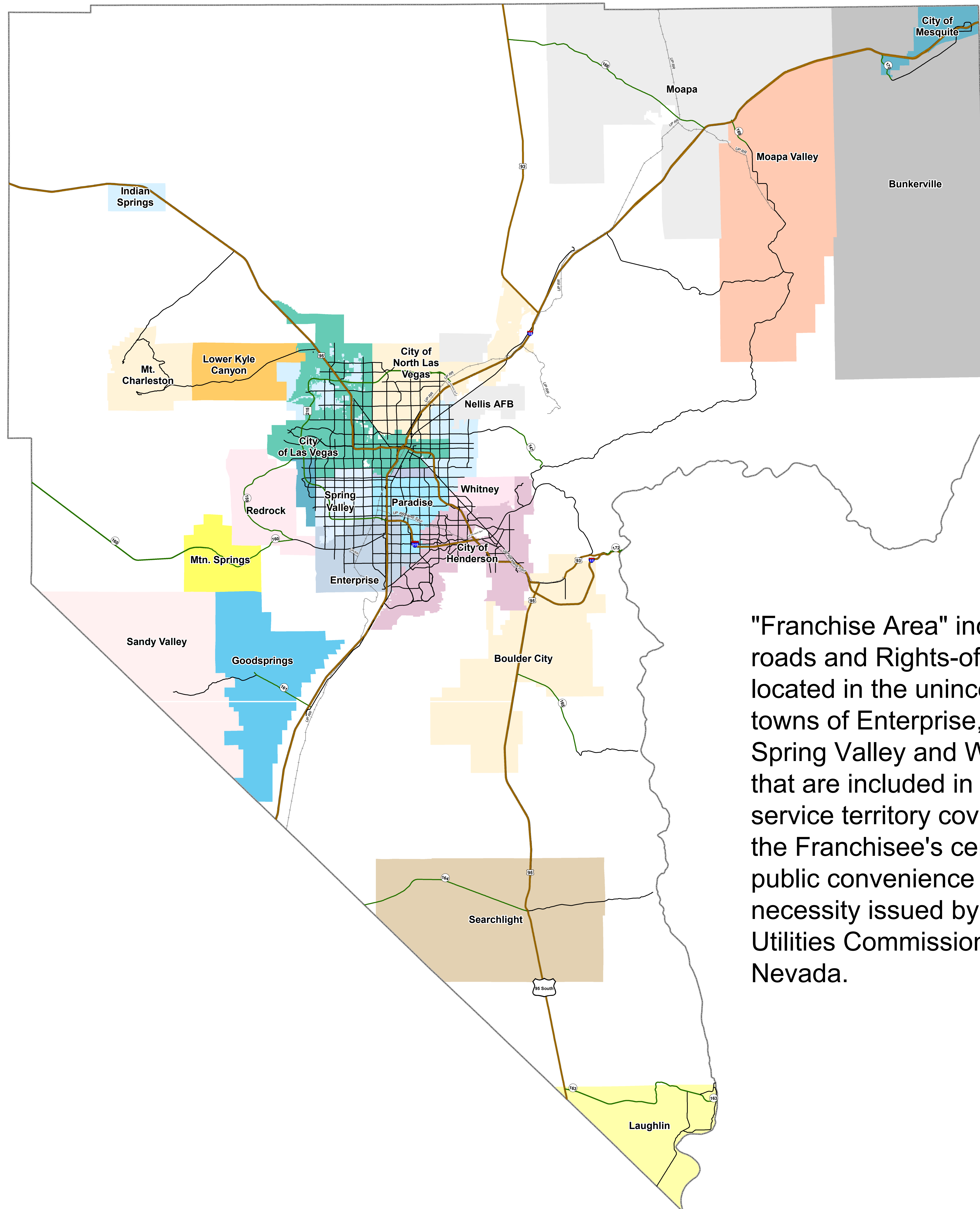
ATTACHMENT 3 AMENDED-MAP OF SERVICE AREA DESIRED/REQUESTED

Response: Towns of Enterprise, Paradise, Spring Valley and Winchester.

Franchise Service Area

Clark County, Nevada

GEOGRAPHIC
INFORMATION
SYSTEMS



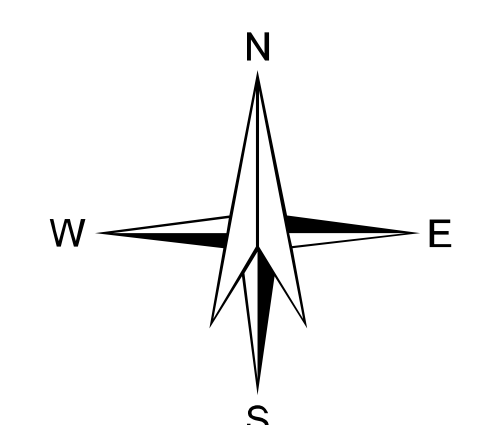
"Franchise Area" includes all roads and Rights-of-Way located in the unincorporated towns of Enterprise, Paradise, Spring Valley and Winchester that are included in the service territory covered by the Franchisee's certificate of public convenience and necessity issued by the Public Utilities Commission of Nevada.

Streets

- Major Highway
- Highway
- Major Street
- Railroad
- County Boundary

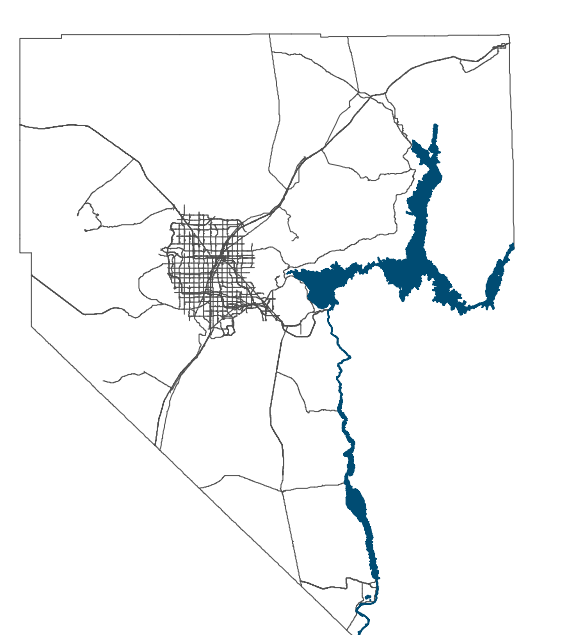
Cities and Unincorporated Towns

- Boulder City
- City of Henderson
- City of Las Vegas
- City of Mesquite
- City of North Las Vegas
- Clark County
- Bunkerville
- Enterprise
- Goodsprings
- Indian Springs
- Laughlin
- Lone Mountain
- Lower Kyle Canyon
- Moapa
- Moapa Valley
- Mt. Charleston
- Mtn. Springs
- Nellis AFB
- Paradise
- Redrock
- Sandy Valley
- Searchlight
- Spring Valley
- Summerlin South
- Sunrise Manor
- Whitney
- Winchester



Date: 7/1/2023

0 2.25 4.5 9 Miles



Clark County
Vicinity Map - No Scale

This information is for display purposes only. No liability is assumed as to the accuracy of the data delineated herein.