



Bella Vista City Council Special Meeting Agenda

Date/Time: February 3, 2026
5:30 PM

Location: Bella Vista District Court
2483 Forest Hills Blvd.

Mayor:
John D. Flynn

City Clerk:
Wanda Lepillez Krug

Staff Attorney:
Jason Kelley

Council Members:
Ward 1, Position 1 - Travis Harp
Ward 1, Position 2 - Wendy Hughes
Ward 2, Position 1 - Shea Newport
Ward 2, Position 2 - Larry Wilms
Ward 3, Position 1 - Anna Isbell
Ward 3, Position 2 - Craig Honchell

I. Call to Order

This meeting has been given public notice in accordance with Section 25-19-106 of the Arkansas Freedom of Information Act in such form that will apprise the public and news media of subject matter presented for consideration and action.

II. Roll Call

(The Chair will entertain a motion to suspend the rules of order and procedure to allow all ordinances on the agenda to be read by title only.)

III. New Business

See meeting packet for complete ordinances and resolutions.

- A. **ORDINANCE:** AN ORDINANCE AUTHORIZING THE ISSUANCE OF SALES AND USE TAX BONDS FOR THE PURPOSE OF FINANCING AND REFINANCING THE COST OF CAPITAL IMPROVEMENTS; PLEDGING COLLECTIONS OF A 1% SALES AND USE TAX TO PAY THE PRINCIPAL OF AND INTEREST ON THE BONDS; PRESCRIBING OTHER MATTERS RELATING THERETO; AND DECLARING AN EMERGENCY.

IV. Adjournment

SPECIAL NOTICES TO THE PUBLIC: Upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. To request this service, contact City Clerk prior to each meeting at 479-876-1255.



MEETING DATE	PREPARED BY	LEGISLATIVE TITLE
February 3, 2026	Wanda Krug, City Clerk	ORDINANCE: AN ORDINANCE AUTHORIZING THE ISSUANCE OF SALES AND USE TAX BONDS FOR THE PURPOSE OF FINANCING AND REFINANCING THE COST OF CAPITAL IMPROVEMENTS; PLEDGING COLLECTIONS OF A 1% SALES AND USE TAX TO PAY THE PRINCIPAL OF AND INTEREST ON THE BONDS; PRESCRIBING OTHER MATTERS RELATING THERETO; AND DECLARING AN EMERGENCY.

AGENDA ITEM # III.A

ORDINANCE: AN ORDINANCE AUTHORIZING THE ISSUANCE OF SALES AND USE TAX BONDS FOR THE PURPOSE OF FINANCING AND REFINANCING THE COST OF CAPITAL IMPROVEMENTS; PLEDGING COLLECTIONS OF A 1% SALES AND USE TAX TO PAY THE PRINCIPAL OF AND INTEREST ON THE BONDS; PRESCRIBING OTHER MATTERS RELATING THERETO; AND DECLARING AN EMERGENCY.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. bellavista-26-s&u-or
2. bellavista-26-s&u-bpa
3. bellavista-26-s&u-cda

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE ISSUANCE OF SALES AND USE TAX BONDS FOR THE PURPOSE OF FINANCING AND REFINANCING THE COST OF CAPITAL IMPROVEMENTS; PLEDGING COLLECTIONS OF A 1% SALES AND USE TAX TO PAY THE PRINCIPAL OF AND INTEREST ON THE BONDS; PRESCRIBING OTHER MATTERS RELATING THERETO; AND DECLARING AN EMERGENCY.

WHEREAS, there was submitted to the qualified electors of the City of Bella Vista, Arkansas (the "City") the questions of issuing, under Amendment No. 62 to the Constitution of the State of Arkansas (the "State") and under Title 14, Chapter 164, Subchapter 3 of the Arkansas Code of 1987 Annotated (the "Authorizing Legislation"), capital improvement bonds as follows:

(a) bonds in the maximum aggregate principal amount of \$8,000,000 to finance all or a portion of the costs of renovations and improvements to the city offices and fire station #1 at the fire and city administration complex and any furnishings, equipment and parking, lighting, street and utility improvements related thereto (the "Fire and City Administration Complex Improvements");

(b) bonds in the maximum aggregate principal amount of \$6,000,000 to finance all or a portion of the costs of facilities and apparatus for the fire department, including particularly, without limitation, a new fire station (fire station #5), a new fire truck and upgrades to existing ambulances, and any land acquisition, furnishings, equipment and parking, lighting, street and utility improvements related thereto (the "Fire Improvements");

(c) bonds in the maximum aggregate principal amount of \$6,100,000 to finance all or a portion of the costs of improvements to existing streets and any curb, gutter and drainage improvements related thereto and equipment for the street department (the "Street Improvements");

(d) bonds in the maximum aggregate principal amount of \$3,000,000 to finance all or a portion of the costs of facilities, vehicles and apparatus for the police department, including particularly, without limitation, communication facilities and equipment and new police cars (the "Police Improvements");

(e) bonds in the maximum aggregate principal amount of \$6,175,000 to refund the City's outstanding Sales and Use Tax Bonds, Series 2020 (the "2020 Bonds Refunded"); and

(f) bonds in the maximum aggregate principal amount of \$5,120,000 to refund the City's outstanding Capital Improvement Revenue Bond, dated November 12, 2024 (the "2024 Bond Refunded"); and

WHEREAS, at the special election held November 18, 2025, a majority of the electors voting on the questions approved the issuance of such bonds (the "Voter Approved Bonds"); and

WHEREAS, the City Council has determined to proceed to accomplish the refunding of the 2020 Bonds Refunded and the 2024 Bond Refunded (collectively, the "Bonds Refunded") and to accomplish the Fire and City Administration Complex Improvements, the Street Improvements, the Police Improvements and a portion of the Fire Improvements (collectively, the "2026 Improvements"), and to issue capital improvement bonds in the aggregate principal amount of \$ _____ designated as "City of Bella Vista, Arkansas Sales and Use Tax Bonds, Taxable Refunding Series 2026A and Improvement Series 2026B" (the "2026 Bonds"); and

WHEREAS, the proceeds of the 2026 Bonds designated "2026A" (the "Series 2026A Bonds") will be used to refund the Bonds Refunded; and

WHEREAS, the proceeds of the 2026 Bonds designated "2026B" (the "Series 2026B Bonds") will be used to finance the 2026 Improvements; and

WHEREAS, through the assistance of Raymond James & Associates, Inc., as municipal advisor for the City, the City has made arrangements for the sale of the 2026 Bonds to Crews & Associates, Inc. and Stephens Inc. (the "Purchasers"), pursuant to a Bond Purchase Agreement between the Purchasers and the City (the "Agreement"), which has been presented to and is before this meeting for the following purchase prices: \$ _____ (principal amount of \$ _____ [plus/less] \$ _____ of [net] original issue _____ and less underwriters' discount of \$ _____) (the "2026A Purchase Price") for the Series 2026A Bonds; and \$ _____ (principal amount [plus/less] \$ _____ of [net] original issue _____ and less \$ _____ of underwriters' discount) (the "2026B Purchase Price") for the Series 2026B Bonds; and

WHEREAS, the Preliminary Official Statement, dated January 27, 2026, offering the 2026 Bonds for sale (the "Preliminary Official Statement"), has been presented to and is before this meeting; and

WHEREAS, the Continuing Disclosure Agreement between the City and Bank OZK, Little Rock, Arkansas, as Dissemination Agent (the "Disclosure Agreement"), providing for the ongoing disclosure obligations of the City with respect to the 2026 Bonds, has been presented to and is before this meeting; and

WHEREAS, the principal amount of the 2026 Bonds, plus original issue premium, are allocated among purposes as hereinafter set forth in Sections 27 and 28 hereof; and

WHEREAS, the 2026 Bonds and any Additional Parity Bonds issued pursuant to Section 10 of this Ordinance are hereinafter collectively referred to as the "Bonds;"

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Bella Vista, Arkansas:

Section 1. The offer of the Purchasers for the purchase of (a) the Series 2026A Bonds from the City at the 2026A Purchase Price and (b) the Series 2026B Bonds from the City at the 2026B Purchase Price, subject to the terms and provisions hereafter in this Ordinance set forth in detail is hereby accepted and the Purchase Agreement, in substantially the form submitted to this meeting, is approved and the 2026 Bonds are hereby sold to the Purchasers. The Mayor is hereby authorized and directed to execute and deliver the Purchase Agreement on behalf of the City and to take all action required on the part of the City to fulfill its obligations under the Purchase Agreement.

Section 2. The Preliminary Official Statement is hereby approved and the previous use of the Preliminary Official Statement by the Purchasers in connection with the sale of the 2026 Bonds is hereby in all respects authorized, approved and confirmed, and the Mayor is hereby authorized and directed, for and on behalf of the City, to execute the Preliminary Official Statement and the final Official Statement in the name of the City to be delivered to the Purchasers as set forth in the Purchase Agreement.

Section 3. The Disclosure Agreement, in substantially the form submitted to this meeting, is approved, and the Mayor is hereby authorized and directed to execute and deliver the Disclosure Agreement on behalf of the City. The Mayor is authorized and directed to take all action required on the part of the City to fulfill the City's obligations under the Disclosure Agreement. Any legal fees and other administrative costs incurred by the City in connection with making the annual report pursuant to the Disclosure Agreement (except audit fees) shall be considered administrative charges that may be payable from moneys in the Bond Fund.

Section 4. Under the authority of the Constitution and laws of the State of Arkansas (the "State"), including particularly Amendment No. 62 to the Constitution of the State and Title 14, Chapter 164, Subchapter 3 of the Arkansas Code of 1987 Annotated (the "Authorizing Legislation"), (a) the Series 2026A Bonds are hereby authorized and ordered issued in the total principal amount of \$_____ for the purpose of refunding the Bonds Refunded and paying expenses of issuing the Series 2026A Bonds and (b) the Series 2026B Bonds are hereby authorized and ordered issued in the total principal amount of \$_____ for the purpose of financing the 2026 Improvements and paying expenses of issuing the Series 2026B Bonds.

The 2026 Bonds shall bear interest at the rates and shall mature on March 1 in the amounts and in the years as follows:

SERIES 2026A BONDS

<u>Year</u> <u>(March 1)</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>
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SERIES 2026B BONDS

<u>Year</u> <u>(March 1)</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>
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The 2026 Bonds shall be issuable only as fully registered bonds without coupons in the denomination of \$5,000 or any integral multiple thereof. Unless the City shall otherwise direct, the 2026 Bonds of each series shall be numbered from 1 upward in order of issuance. Each 2026 Bond shall have a CUSIP number but the failure of a CUSIP number to appear on any 2026 Bond shall not affect its validity.

The 2026 Bonds shall be registered initially in the name of Cede & Co., as nominee for the Depository Trust Company ("DTC"), which shall be considered to be the registered owner of the 2026 Bonds for all purposes under this Ordinance, including, without limitation, payment by the City of principal of, redemption price, premium, if any, and interest on the 2026 Bonds, and receipt of notices and exercise of rights of registered owners. There shall be one certificated, typewritten 2026 Bond for each stated maturity date of each series which shall be immobilized in the custody of or on behalf of DTC with the beneficial owners having no right to receive the 2026 Bonds in the form of physical securities or certificates. DTC and its participants shall be responsible for maintenance of records of the ownership of beneficial interests in the 2026 Bonds by book-entry on the system maintained and operated by DTC and its participants, and transfers of ownership of beneficial interests shall be made only by DTC and its participants, by book-entry, the City having no responsibility therefor. DTC is expected to maintain records of the positions of participants in the 2026 Bonds, and the participants and persons acting through participants are expected to maintain records of the purchasers of beneficial interests in the 2026 Bonds. The 2026 Bonds as such shall not be transferable or exchangeable, except for transfer to another securities depository or to another nominee of a securities depository, without further action by the City.

If any securities depository determines not to continue to act as a securities depository for the 2026 Bonds for use in a book-entry system, the City may establish a securities depository/book-entry system relationship with another securities depository. If the City does not or is unable to do so, or upon request of the beneficial owners of all outstanding 2026 Bonds, the City and the Trustee (hereinafter identified), after the Trustee has made provision for notification of the beneficial owners by the then securities depository, shall permit withdrawal of the 2026 Bonds from the securities depository, and authenticate and deliver 2026 Bond certificates in fully registered form (in denominations of \$5,000 or integral multiples thereof) to the assigns of the securities depository or its nominee, all at the cost and expense (including costs of printing definitive 2026 Bonds) of the City, if the City fails to maintain a securities depository/book-entry system, or of the beneficial owners, if they request termination of the system.

Prior to issuance of the 2026 Bonds, the City shall have executed and delivered to DTC a written agreement (the "Representation Letter") setting forth (or incorporating therein by reference) certain undertakings and responsibilities of the City with respect to the 2026 Bonds so long as the 2026 Bonds or a portion thereof are registered in the name of Cede & Co. (or a substitute nominee) and held by DTC. Notwithstanding such execution and delivery of the Representation Letter, the terms thereof shall not in any way limit the provisions of this Section or in any other way impose upon the City any obligation whatsoever with respect to persons having interests in the 2026 Bonds other than the registered owners, as shown on the registration books kept by the Trustee. The Trustee shall take all action necessary for all representations of the City in the Representation Letter with respect to the Trustee to at all times be complied with.

The authorized officers of the Trustee and the City shall do or perform such acts and execute all such certificates, documents and other instruments as they or any of them deem necessary or advisable to facilitate the efficient use of a securities depository for all or any portion of the 2026 Bonds; provided that neither the Trustee nor the City may assume any obligations to such securities depository or beneficial owners of 2026 Bonds that are inconsistent with their obligations to any registered owner under this Ordinance.

Each 2026 Bond shall be dated as of its date of delivery to the Purchasers. Interest on the 2026 Bonds shall be payable on September 1, 2026, and semiannually thereafter on March 1 and September 1 of each year. Payment of each installment of interest shall be made to the person in whose name the bond is registered on the registration books of the City maintained by Bank OZK, Little Rock, Arkansas, as Trustee and Paying Agent (the "Trustee"), at the close of business on the fifteenth day of the month (whether or not a business day) next preceding each interest payment date (the "Record Date"), irrespective of any transfer or exchange of any such 2026 Bond subsequent to such Record Date and prior to such interest payment date, by check or draft to such owner at his address on such registration books. Principal of the 2026 Bonds shall be payable at the corporate trust office of the Trustee.

Each 2026 Bond shall bear interest from the payment date next preceding the date on which it is authenticated unless it is authenticated on an interest payment date, in which event it shall bear interest from such date, or unless it is authenticated prior to the first interest payment date, in which event it shall bear interest from its dated date, or unless it is authenticated during the period from the Record Date to the next interest payment date, in which case it shall bear interest from such interest payment date, or unless at the time of authentication thereof interest is in default thereon, in which event it shall bear interest from the date to which interest has been paid.

Only such 2026 Bonds as shall have endorsed thereon a Certificate of Authentication substantially in the forms set forth in Section 6 hereof (the "Certificate") duly executed by the Trustee shall be entitled to any right or benefit under this Ordinance. No 2026 Bond shall be valid and obligatory for any purpose unless and until the Certificate shall have been duly executed by the Trustee, and the Certificate of the Trustee upon any such 2026 Bond shall be conclusive evidence that such 2026 Bond has been authenticated and delivered under this Ordinance. The Certificate on any 2026 Bond shall be deemed to have been executed if signed by

an authorized officer of the Trustee, but it shall not be necessary that the same officer sign the Certificate on all of the 2026 Bonds.

In case any Bond shall become mutilated or be destroyed or lost, the City shall, if not then prohibited by law, cause to be executed and the Trustee may authenticate and deliver a new Bond of like date, maturity and tenor in exchange and substitution for and upon cancellation of such mutilated Bond, or in lieu of and in substitution for such Bond destroyed or lost, upon the owner paying the reasonable expenses and charges of the City and Trustee in connection therewith, and, in the case of a Bond destroyed or lost, his filing with the Trustee evidence satisfactory to it that such Bond was destroyed or lost, and of his ownership thereof, and furnishing the City and Trustee with indemnity satisfactory to them. The Trustee is hereby authorized to authenticate any such new Bond. In the event any such Bond shall have matured, instead of issuing a new Bond, the City may pay the same without the surrender thereof. Upon the issuance of a new Bond under this Section, the City may require the payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Trustee) connected therewith.

The City shall cause to be maintained books for the registration and for the transfer of the Bonds as provided herein and in the Bonds. The Trustee shall act as the Bond registrar. Each Bond is transferable by the registered owner thereof or by his attorney duly authorized in writing at the principal office of the Trustee. Upon such transfer a new fully registered Bond or Bonds of the same maturity, interest rate and series, of authorized denomination or denominations, for the same aggregate principal amount will be issued to the transferee in exchange therefor.

Bonds may be exchanged at the principal corporate trust office of the Trustee for an equal aggregate principal amount of Bonds of any other authorized denomination or denominations. The City shall execute and the Trustee shall authenticate and deliver Bonds which the registered owner making the exchange is entitled to receive. The execution by the City of any Bond of any denomination shall constitute full and due authorization of such denomination and the Trustee shall be thereby authorized to authenticate and deliver such Bond.

No charge shall be made to any owner of any Bond for the privilege of transfer or exchange, but any owner of any Bond requesting any such transfer or exchange shall pay any tax or other governmental charge required to be paid with respect thereto. Except as otherwise provided in the immediately preceding sentence, the cost of preparing each new Bond upon each exchange or transfer and any other expenses of the City or the Trustee incurred in connection therewith shall be paid by the City. Neither the Trustee nor the City shall be required to transfer or exchange any Bonds selected for redemption in whole or in part.

The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the principal or premium, if any, or interest on any Bond shall be made only to or upon the order of the registered owner thereof or his legal representative, but such registration may be changed as hereinabove provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

In any case where the date of maturity of interest on or principal of the Bonds or the date fixed for redemption of any Bonds shall be a Saturday or Sunday or shall be in the State a legal holiday or a day on which banking institutions are authorized by law to close, then payment of interest or principal need not be made on such date but may be made on the next succeeding business day with the same force and effect as if made on the date of maturity or the date fixed for redemption, and no interest shall accrue for the period after the date of maturity or date fixed for redemption.

Section 5. The Bonds shall be executed on behalf of the City by the manual or facsimile signatures of the Mayor and City Clerk and shall have impressed or imprinted thereon the seal of the City.

Section 6. The 2026 Bonds and the Trustee's Certificate shall be in substantially the following forms and the Mayor and City Clerk are hereby expressly authorized and directed to make all recitals contained therein:

(Form of Series 2026A Bond)

REGISTERED

REGISTERED

No. _____

\$ _____

UNITED STATES OF AMERICA
STATE OF ARKANSAS
CITY OF BELLA VISTA
SALES AND USE TAX BOND
TAXABLE REFUNDING SERIES 2026A

Interest Rate: _____%

Maturity Date: March 1, 20____

Dated Date: March 17, 2026

CUSIP No.: _____

Registered Owner: Cede & Co.

Principal Amount: _____

KNOW ALL MEN BY THESE PRESENTS:

That the City of Bella Vista, Arkansas (the "City"), for value received, hereby promises to pay to the Registered Owner shown above upon the presentation and surrender hereof at the principal corporate trust office of Bank OZK, Little Rock, Arkansas, or its successor or successors, as Trustee and Paying Agent (the "Trustee"), on the Maturity Date shown above, the Principal Amount shown above, in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts and to pay by check or draft to the Registered Owner shown above interest thereon, in like coin or currency from the interest commencement date described below at the Interest Rate per annum shown above, payable on September 1, 2026 and on each March 1 and September 1 thereafter, until payment of such Principal Amount or, if this bond or a portion hereof shall be duly called for redemption, until the date fixed for redemption, and to pay interest on overdue principal and interest (to the extent

legally enforceable) at the rate borne by this bond. Payment of each installment of interest shall be made to the person in whose name this bond is registered on the registration books of the City maintained by the Trustee at the close of business on the fifteenth day of the month (whether or not a business day) next preceding each interest payment date (the "Record Date"), irrespective of any transfer or exchange of this bond subsequent to such Record Date and prior to such interest payment date. Notwithstanding the above, payment of interest shall be made by wire transfer when requested by the Registered Owner hereof if it is the registered owner of bonds of this issue in the aggregate principal amount of \$1,000,000 or more.

Unless this bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the Trustee for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is required by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

This bond shall bear interest from the payment date next preceding the date on which it is authenticated unless it is authenticated on an interest payment date, in which event it shall bear interest from such date, or unless it is authenticated during the period from the Record Date to the next interest payment date, in which case it shall bear interest from such interest payment date, or unless it is authenticated prior to the first interest payment date, in which event it shall bear interest from the Dated Date shown above, or unless at the time of authentication hereof interest is in default hereon, in which event it shall bear interest from the date to which interest has been paid.

This bond is one of an issue of City of Bella Vista, Arkansas Sales and Use Tax Bonds, Taxable Refunding Series 2026A, aggregating _____ Million _____ Hundred _____ Thousand Dollars (\$_____) in principal amount (the "Series 2026A Bonds"), and is issued for the purpose of refunding the City's outstanding Sales and Use Tax Bonds, Series 2020 and the City's outstanding Capital Improvement Revenue Bond, Series 2024, and paying expenses of issuing the Series 2026A Bonds. The City is also issuing its Sales and Use Tax Bonds, Improvement Series 2026B (the "Series 2026B Bonds") and the Series 2026A Bonds and the Series 2026B Bonds (collectively, the "bonds") are equally and ratably secured.

The bonds are issued pursuant to and in full compliance with the Constitution and laws of the State of Arkansas (the "State"), particularly Amendment No. 62 to the Constitution of the State and Title 14, Chapter 164, Subchapter 3 of the Arkansas Code of 1987 Annotated (the "Authorizing Legislation"), and pursuant to Ordinance No. _____ of the City duly adopted on February 3, 2026 (the "Authorizing Ordinance"), and an election duly held on November 18, 2025 at which the majority of the legal voters of the City voting on the questions approved the issuance of the bonds. Reference is hereby made to the Authorizing Ordinance for the details of the nature and extent of the security and of the rights and obligations of the City, the Trustee and the registered owners of the bonds. The bonds are special obligations of the City, payable from the collections derived by the City from a 1% sales and use tax (the "Tax") levied by the City under

the Authorizing Legislation and Ordinance No. 2025-09 of the City duly adopted on August 4, 2025, and the City hereby pledges its collections of the Tax for the payment of this bond. The City has reserved the right in the Authorizing Ordinance to issue additional bonds under the Authorizing Ordinance on a parity of security with the bonds (the "Additional Parity Bonds").

The Series 2026A Bonds are subject to optional, extraordinary and mandatory sinking fund redemption prior to maturity as follows:

(1) The Series 2026A Bonds are subject to redemption at the option of the City, from funds from any source, on and after March 1, 2031 in whole or in part at any time, at a redemption price equal to the principal amount being redeemed plus accrued interest to the redemption date. If fewer than all of the Series 2026A Bonds shall be called for redemption, the particular maturities of the Series 2026A Bonds to be redeemed shall be selected by the City in its discretion. If fewer than all of the Series 2026A Bonds of any one maturity shall be called for redemption, the particular Series 2026A Bonds or portion thereof to be redeemed from such maturity shall be selected by lot by the Trustee.

(2) The Series 2026A Bonds shall be redeemed by the City from proceeds of the Series 2026A Bonds not needed for the intended purposes and Surplus Tax Collections (defined below) in whole at any time or in part on any interest payment date, in inverse order of maturity (and by lot within a maturity in such manner as the Trustee shall determine), at a redemption price equal to the principal amount being redeemed plus accrued interest to the redemption date.

The City has covenanted in the Authorizing Ordinance that "Surplus Tax Collections" (being collections of the Tax in excess of the amount necessary to (1) ensure the prompt payment of the principal of, interest on and Trustee's and administrative fees and expenses in connection with the bonds and any Additional Parity Bonds as the same become due and (2) make any arbitrage rebate payment due the United States) must be used from time to time, at least annually, as and to the extent available, to redeem outstanding bonds prior to maturity in the following order of priority: first, the Series 2026A Bonds until fully paid, second, the Series 2026B Bonds until fully paid and third, the Additional Parity Bonds.

In the case of any defeasance of the Series 2026A Bonds, the dates of redemption, the principal amounts and the maturities of the Series 2026A Bonds to be redeemed will be determined by taking into consideration the mandatory redemption requirements set forth above and the Tax receipts for the most recent twelve-month period.

(3) To the extent not previously redeemed, the Series 2026A Bonds maturing on March 1 in the years 20__ and 20__ are subject to mandatory sinking fund redemption by lot in such manner as the Trustee shall determine, on March 1 in the years and in the amounts set forth below, at a redemption price equal to the principal amount being redeemed plus accrued interest to the date of redemption:

Series 2026A Bonds Maturing March 1, 20__

Years

Principal Amount

Series 2026A Bonds Maturing March 1, 20__

Years

Principal Amount

In case any outstanding Series 2026A Bond is in a denomination greater than \$5,000, each \$5,000 of face value of such Series 2026A Bond shall be treated as a separate Series 2026A Bond of the denomination of \$5,000.

Notice of redemption identifying the Series 2026A Bonds or portions thereof (which shall be \$5,000 or a multiple thereof) to be redeemed and the date they shall be presented for payment shall be given by the Trustee, not less than 30 nor more than 60 days prior to the date fixed for redemption, by sending a copy of the redemption notice by first class mail, postage prepaid, or by other acceptable standard means of delivery, including electronic or facsimile communication, to all registered owners of Series 2026A Bonds to be redeemed. Failure to send an appropriate notice or any such notice to one or more registered owners of Series 2026A Bonds to be redeemed shall not affect the validity of the proceedings for redemption of other Series 2026A Bonds as to which notice of redemption is duly given in proper and timely fashion. All such Series 2026A Bonds or portions thereof thus called for redemption and for the retirement of which funds are duly provided in accordance with the Authorizing Ordinance prior to the date fixed for redemption will cease to bear interest on such redemption date.

This bond is transferable by the Registered Owner shown above in person or by his attorney-in-fact duly authorized in writing at the principal corporate trust office of the Trustee, but only in the manner, subject to the limitations and upon payment of the charges provided in the Authorizing Ordinance, and upon surrender and cancellation of this bond. Upon such transfer a new fully registered bond or bonds of the same maturity and series, of authorized denomination or denominations, for the same aggregate principal amount, will be issued to the transferee in exchange therefor. This bond is issued with the intent that the laws of the State shall govern its construction.

The City and the Trustee may deem and treat the Registered Owner shown above as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes, and neither the City nor the Trustee shall be affected by any notice to the contrary.

The bonds are issuable only as fully registered bonds in the denomination of \$5,000, and any integral multiple thereof. Subject to the limitations and upon payment of the charges provided in the Authorizing Ordinance, fully registered bonds may be exchanged for a like aggregate principal amount of fully registered bonds of the same maturity of other authorized denominations.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required to exist, happen and be performed, under the Constitution and laws of the State, particularly Amendment No. 62 to the Constitution of the State and the Authorizing Legislation, precedent to and in the issuance of this bond have existed, have happened and have been performed in due time, form and manner as required by law; that the indebtedness represented by this bond and the issue of which it forms a part does not exceed any constitutional or statutory limitation; and that a tax sufficient to pay the bonds and interest thereon has been duly levied and receipts derived therefrom are pledged to the payment of the bonds in accordance with the Authorizing Legislation.

This bond shall not be valid until it shall have been authenticated by the Certificate hereon duly signed by the Trustee.

IN WITNESS WHEREOF, the City of Bella Vista, Arkansas has caused this bond to be executed by its Mayor and City Clerk and its corporate seal to be impressed or imprinted on this bond, all as of the Dated Date shown above.

CITY OF BELLA VISTA, ARKANSAS

By _____
Mayor

ATTEST:

City Clerk

(SEAL)

(Form of Trustee's Certificate)

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

This bond is one of the Series 2026A Bonds issued under the provisions of the within mentioned Authorizing Ordinance.

Date of Authentication: _____, 2026.

BANK OZK
Little Rock, Arkansas
TRUSTEE

By _____
Authorized Signature

(A Form of Assignment shall be attached to the Series 2026A Bonds.)

(Form of Series 2026B Bond)

REGISTERED

REGISTERED

No. _____

\$ _____

UNITED STATES OF AMERICA
STATE OF ARKANSAS
CITY OF BELLA VISTA
SALES AND USE TAX BOND
IMPROVEMENT SERIES 2026B

Interest Rate: _____%

Maturity Date: March 1, 20____

Dated Date: March 17, 2026

CUSIP No.: _____

Registered Owner: Cede & Co.

Principal Amount: _____

KNOW ALL MEN BY THESE PRESENTS:

That the City of Bella Vista, Arkansas (the "City"), for value received, hereby promises to pay to the Registered Owner shown above upon the presentation and surrender hereof at the principal corporate trust office of Bank OZK, Little Rock, Arkansas, or its successor or successors, as Trustee and Paying Agent (the "Trustee"), on the Maturity Date shown above, the Principal Amount shown above, in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts and to pay by check or draft to the Registered Owner shown above interest thereon, in like coin or currency from the interest commencement date described below at the Interest Rate per annum shown above, payable on September 1, 2026 and on each March 1 and September 1 thereafter, until payment of such Principal Amount or, if this bond or a portion hereof shall be duly called for redemption, until the date fixed for redemption, and to pay interest on overdue principal and interest (to the extent legally enforceable) at the rate borne by this bond. Payment of each installment of interest shall be made to the person in whose name this bond is registered on the registration books of the City maintained by the Trustee at the close of business on the fifteenth day of the month (whether or not a business day) next preceding each interest payment date (the "Record Date"), irrespective of

any transfer or exchange of this bond subsequent to such Record Date and prior to such interest payment date. Notwithstanding the above, payment of interest shall be made by wire transfer when requested by the Registered Owner hereof if it is the registered owner of bonds of this issue in the aggregate principal amount of \$1,000,000 or more.

Unless this bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the Trustee for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is required by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

This bond shall bear interest from the payment date next preceding the date on which it is authenticated unless it is authenticated on an interest payment date, in which event it shall bear interest from such date, or unless it is authenticated during the period from the Record Date to the next interest payment date, in which case it shall bear interest from such interest payment date, or unless it is authenticated prior to the first interest payment date, in which event it shall bear interest from the Dated Date shown above, or unless at the time of authentication hereof interest is in default hereon, in which event it shall bear interest from the date to which interest has been paid.

This bond is one of an issue of City of Bella Vista, Arkansas Sales and Use Tax Bonds, Improvement Series 2026B, aggregating _____ Million _____ Hundred _____ Thousand Dollars (\$_____) in principal amount (the "Series 2026B Bonds"), and is issued for the purpose of financing costs of accomplishing fire and city administration complex improvements, street improvements, police improvements and fire improvements and paying expenses of issuing the Series 2026B Bonds. The City is also issuing its Sales and Use Tax Bonds, Taxable Refunding Series 2026A (the "Series 2026A Bonds") and the Series 2026A Bonds and the Series 2026B Bonds (collectively, the "bonds") are equally and ratably secured.

The bonds are issued pursuant to and in full compliance with the Constitution and laws of the State of Arkansas (the "State"), particularly Amendment No. 62 to the Constitution of the State and Title 14, Chapter 164, Subchapter 3 of the Arkansas Code of 1987 Annotated (the "Authorizing Legislation"), and pursuant to Ordinance No. _____ of the City duly adopted on February 3, 2026 (the "Authorizing Ordinance"), and an election duly held on November 18, 2025 at which the majority of the legal voters of the City voting on the questions approved the issuance of the bonds. Reference is hereby made to the Authorizing Ordinance for the details of the nature and extent of the security and of the rights and obligations of the City, the Trustee and the registered owners of the bonds. The bonds are special obligations of the City, payable from the collections derived by the City from a 1% sales and use tax (the "Tax") levied by the City under the Authorizing Legislation and Ordinance No. 2025-09 of the City duly adopted on August 4, 2025, and the City hereby pledges its collections of the Tax for the payment of this bond. The City has reserved the right in the Authorizing Ordinance to issue additional bonds under the Authorizing Ordinance on a parity of security with the bonds (the "Additional Parity Bonds")

The Series 2026B Bonds are subject to optional, extraordinary and mandatory sinking fund redemption prior to maturity as follows:

(1) The Series 2026B Bonds are subject to redemption at the option of the City, from funds from any source, on and after March 1, 2031 in whole or in part at any time, at a redemption price equal to the principal amount being redeemed plus accrued interest to the redemption date. If fewer than all of the Series 2026B Bonds shall be called for redemption, the particular maturities of the Series 2026B Bonds to be redeemed shall be selected by the City in its discretion. If fewer than all of the Series 2026B Bonds of any one maturity shall be called for redemption, the particular Series 2026B Bonds or portion thereof to be redeemed from such maturity shall be selected by lot by the Trustee.

(2) The Series 2026B Bonds shall be redeemed by the City from proceeds of the Series 2026B Bonds not needed for the intended purposes and Surplus Tax Collections (defined below) in whole at any time or in part on any interest payment date, in inverse order of maturity (and by lot within a maturity in such manner as the Trustee shall determine), at a redemption price equal to the principal amount being redeemed plus accrued interest to the redemption date.

The City has covenanted in the Authorizing Ordinance that "Surplus Tax Collections" (being collections from the Tax in excess of the amount necessary to (1) ensure the prompt payment of the principal of, interest on and Trustee's and administrative fees and expenses in connection with the bonds and any Additional Parity Bonds as the same become due and (2) make any arbitrage rebate payment due the United States) must be used from time to time, at least annually, as and to the extent available, to redeem outstanding bonds prior to maturity in the following order of priority: first, the Series 2026A Bonds until fully paid, second, the Series 2026B Bonds until fully paid and third, the Additional Parity Bonds.

In the case of any defeasance of the Series 2026B Bonds, the dates of redemption, the principal amounts and the maturities of the Series 2026B Bonds to be redeemed will be determined by taking into consideration the mandatory redemption requirements set forth above and the Tax receipts for the most recent twelve-month period.

(3) To the extent not previously redeemed, the Series 2026B Bonds maturing on March 1 in the years 20___, 20___ and 20___ are subject to mandatory sinking fund redemption by lot in such manner as the Trustee shall determine, on March 1 in the years and in the amounts set forth below, at a redemption price equal to the principal amount being redeemed plus accrued interest to the date of redemption:

Series 2026B Bonds Maturing March 1, 20___

Years

Principal Amount

Series 2026B Bonds Maturing March 1, 20__

Years

Principal Amount

Series 2026B Bonds Maturing March 1, 20__

Years

Principal Amount

In case any outstanding Series 2026B Bond is in a denomination greater than \$5,000, each \$5,000 of face value of such Series 2026B Bond shall be treated as a separate Series 2026B Bond of the denomination of \$5,000.

Notice of redemption identifying the Series 2026B Bonds or portions thereof (which shall be \$5,000 or a multiple thereof) to be redeemed and the date they shall be presented for payment shall be given by the Trustee, not less than 30 nor more than 60 days prior to the date fixed for redemption, by sending a copy of the redemption notice by first class mail, postage prepaid, or by other acceptable standard means of delivery, including electronic or facsimile communication, to all registered owners of Series 2026B Bonds to be redeemed. Failure to send an appropriate notice or any such notice to one or more registered owners of Series 2026B Bonds to be redeemed shall not affect the validity of the proceedings for redemption of other Series 2026B Bonds as to which notice of redemption is duly given in proper and timely fashion. All such Series 2026B Bonds or portions thereof thus called for redemption and for the retirement of which funds are duly provided in accordance with the Authorizing Ordinance prior to the date fixed for redemption will cease to bear interest on such redemption date.

This bond is transferable by the Registered Owner shown above in person or by his attorney-in-fact duly authorized in writing at the principal corporate trust office of the Trustee, but only in the manner, subject to the limitations and upon payment of the charges provided in the Authorizing Ordinance, and upon surrender and cancellation of this bond. Upon such transfer a new fully registered bond or bonds of the same maturity and series, of authorized denomination or denominations, for the same aggregate principal amount, will be issued to the transferee in exchange therefor. This bond is issued with the intent that the laws of the State shall govern its construction.

The City and the Trustee may deem and treat the Registered Owner shown above as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes, and neither the City nor the Trustee shall be affected by any notice to the contrary.

The bonds are issuable only as fully registered bonds in the denomination of \$5,000, and any integral multiple thereof. Subject to the limitations and upon payment of the charges provided in the Authorizing Ordinance, fully registered bonds may be exchanged for a like aggregate principal amount of fully registered bonds of the same maturity of other authorized denominations.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required to exist, happen and be performed, under the Constitution and laws of the State, particularly Amendment No. 62 to the Constitution of the State and the Authorizing Legislation, precedent to and in the issuance of this bond have existed, have happened and have been performed in due time, form and manner as required by law; that the indebtedness represented by this bond and the issue of which it forms a part does not exceed any constitutional or statutory limitation; and that a tax sufficient to pay the bonds and interest thereon has been duly levied and receipts derived therefrom are pledged to the payment of the bonds in accordance with the Authorizing Legislation.

This bond shall not be valid until it shall have been authenticated by the Certificate hereon duly signed by the Trustee.

IN WITNESS WHEREOF, the City of Bella Vista, Arkansas has caused this bond to be executed by its Mayor and City Clerk and its corporate seal to be impressed or imprinted on this bond, all as of the Dated Date shown above.

CITY OF BELLA VISTA, ARKANSAS

By _____
Mayor

ATTEST:

City Clerk

(SEAL)

(Form of Trustee's Certificate)

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

This bond is one of the Series 2026B Bonds issued under the provisions of the within mentioned Authorizing Ordinance.

Date of Authentication: _____, 2026.

BANK OZK
Little Rock, Arkansas
TRUSTEE

By _____
Authorized Signature

(A Form of Assignment shall be attached to the Series 2026B Bonds.)

Section 7. The City hereby expressly pledges and appropriates all of the revenues derived by the City from a new 1% sales and use tax (the "Tax") levied by Ordinance No. 2025-09 adopted August 4, 2025 that will replace a 1% sales and use tax currently pledged to the 2020 Bonds Refunded (the "2020 Tax"), to the payment of the principal of and interest on the Bonds when due at maturity or at redemption prior to maturity, administrative costs, the fees and charges of the Trustee and any required arbitrage rebate due to the United States. The City covenants that the Tax shall not be repealed or reduced while any of the Bonds are outstanding. The City further covenants to use due diligence in collecting the Tax. Nothing herein shall prohibit the City from increasing the Tax from time to time, to the extent permitted by law, and no part of the revenues derived from any such increase shall become part of the revenues pledged hereunder.

Section 8. (a) The City hereby designates Bank OZK, Little Rock, Arkansas as the bank which shall receive collections of the Tax (the "Pledged Revenues") from the State Treasurer and the City covenants to file a written designation thereof with the State Treasurer prior to the issuance of the 2026 Bonds. The Trustee shall deposit all Pledged Revenues as and when received into a special fund of the City in the Trustee which is hereby created and designated "2026 Sales and Use Tax Bond Fund" (the "Bond Fund"), for the purpose of providing funds for the payment of principal of and interest on the Bonds as they become due at maturity or at redemption prior to maturity, the Trustee's fees and expenses and other administrative charges and any required arbitrage rebate due to the United States. Moneys in the Bond Fund shall be used on each interest payment date (or in the case of arbitrage rebate or bond redemption payment under clauses (5) or (6), on any date due) in the following order of priority as and when necessary:

- (1) to pay the interest on the Bonds then due; and
- (2) to pay the principal of the Bonds then due at maturity or upon mandatory sinking fund; and
- (3) to make provision in the Bond Fund for payment of one-half of the principal next due on the Bonds at maturity or upon mandatory sinking fund redemption if principal is not due on such interest payment date; and
- (4) to pay the Trustee's fees and expenses and other administrative charges then due; and

(5) to make any rebate payment due the United States under Section 148(f) of the Internal Revenue Code of 1986, as amended (the "Code"); and

(6) to redeem outstanding Bonds prior to maturity in accordance with the redemption provisions in Section 6 of this Ordinance.

The Bond Fund shall, except as provided in this Section, be depleted once a year except for a carryover amount not to exceed the greater of (i) one year's earnings on the Bond Fund or (ii) 1/12 of the annual debt service on the Bonds. Any moneys in the Bond Fund shall, except as provided in this Section, be spent for one of the above purposes within a thirteen-month period beginning on the date of deposit, and any amount received from investment of money held in the Bond Fund will be spent within a one-year period beginning on the date of receipt.

(b) There shall be established and maintained in the Bond Fund a Redemption Account into which there shall be deposited all Pledged Revenues remaining after making the applications required by clauses (1) through (5) of subsection (a) above ("Surplus Tax Collections") and proceeds of the Bonds not needed for the intended purposes. The City covenants that moneys in the Redemption Account shall be used on the next available redemption date for the purpose of redeeming Bonds in accordance with clause (6) of subsection (a) above.

(c) When the moneys in the Bond Fund shall be and remain sufficient to pay (1) the principal of all the Bonds then outstanding, (2) interest on the Bonds until the next interest payment date, (3) the Trustee's fees and expenses and other administrative charges and (4) any arbitrage rebate due to the United States under Section 148(f) of the Code, there shall be no obligation to make any further payments into the Bond Fund and any Pledged Revenues remaining in the Bond Fund after the principal of, premium, if any and interest on the Bonds and the other obligations set forth herein have been paid may be used by the City for any lawful purpose.

(d) All moneys in the Bond Fund shall be used solely for the purpose of paying the principal of and interest on the Bonds, Trustee's fees and expenses and other administrative charges and any arbitrage rebate due to the United States under Section 148(f) of the Code as the same become due.

(e) The Trustee is authorized and directed to withdraw moneys from the Bond Fund from time to time as necessary for paying principal of and interest on the Bonds when due at maturity or at redemption prior to maturity and for making other authorized Bond Fund expenditures.

(f) The Bonds shall be specifically secured by a pledge of the Pledged Revenues, which pledge in favor of the Bonds is hereby irrevocably made according to the terms of this Ordinance, and the City, and the officers and employees of the City, shall execute, perform and carry out the terms thereof in strict conformity with the provisions of this Ordinance.

Section 9. Any Bond shall be deemed to be paid within the meaning of this Ordinance when payment of the principal of and interest on such Bond (whether at maturity or upon redemption as provided herein, or otherwise), either (i) shall have been made or caused to be

made in accordance with the terms thereof, or (ii) shall have been provided for by irrevocably depositing with the Trustee, in trust and irrevocably set aside exclusively for such payment (1) cash sufficient to make such payment and/or (2) Government Securities (as defined in Section 16 hereof) (provided that such deposit will not cause any of the Bonds (excluding the Series 2026A Bonds) to be classified as "arbitrage bonds" within the meaning of Section 148 of the Code), maturing as to principal and interest in such amounts and at such times as will provide sufficient moneys to make such payment, and all necessary and proper fees, compensation and expenses of the Trustee with respect to which such deposit is made shall have been paid or the payment thereof provided for to the satisfaction of the Trustee.

On the payment of any Bonds within the meaning of this Ordinance, the Trustee shall hold in trust, for the benefit of the owners of such Bonds, all such moneys and/or Government Securities.

When all the Bonds shall have been paid within the meaning of this Ordinance, if the Trustee has been paid its fees and expenses and if any required arbitrage rebate payment has been made to the United States under Section 148(f) of the Code or provision made therefor, the Trustee shall take all appropriate action to cause (i) the pledge and lien of this Ordinance to be discharged and cancelled, and (ii) all moneys held by it pursuant to this Ordinance and which are not required for the payment of such Bonds to be paid over or delivered to or at the direction of the City.

In the case of any defeasance of the Bonds, the dates of redemption of such Bonds and the principal amounts and maturities of such Bonds to be redeemed will be determined by taking into consideration the applicable mandatory redemption requirements with respect to the Bonds to be defeased and the Tax receipts for the most recent twelve-month period.

Section 10. The City covenants that it will not issue any additional bonds, or incur any additional obligations secured by a lien on or pledge of the Pledged Revenues except as hereinafter provided. The City may issue bonds or incur obligations on a parity with the lien on the Pledged Revenues securing the 2026 Bonds ("Additional Parity Bonds"), in a maximum principal amount of \$_____ for the Fire Improvements, so long as the City has received collections of a 1% sales and use tax for the twelve-month period ending on the last day of the month preceding the date that the Additional Parity Bonds are authorized by the City to be issued, in an amount equal to or in excess of 175% of the maximum annual debt service for the 2026 Bonds, any outstanding Additional Parity Bonds and the Additional Parity Bonds proposed to be issued. Notwithstanding the above, nothing herein shall be construed to prohibit the City from refunding any bonds and pledging the Pledged Revenues to the refunding bonds on a parity with the non-refunded bonds and such refunding bonds shall be a part of the Additional Parity Bonds hereunder.

The City covenants that it will not issue the balance of the Voter Approved Bonds for Fire and City Administration Complex Improvements, Street Improvements and Police Improvements as Additional Parity Bonds.

Section 11. The 2026 Bonds shall be callable for payment prior to maturity in accordance with the terms set forth in Section 6 of this Ordinance. The City hereby covenants to use proceeds of the 2026 Bonds not necessary for the purpose intended to redeem the 2026 Bonds on the first available interest payment date. The City further covenants to use Surplus Tax Collections to redeem the Bonds on the first available interest payment date, in accordance with clause (6) of Section 8(a) of this Ordinance.

Section 12. It is hereby covenanted and agreed by the City with the owners of the Bonds that the City will faithfully and punctually perform all duties with reference to the Tax and the Bonds required by the Constitution and laws of the State and by this Ordinance, including the collection of the Tax, as herein specified and covenanted, and the applying of the Pledged Revenues as herein provided.

Section 13. The Trustee will keep or cause to be kept proper books of accounts and records in which complete and correct entries shall be made of all transactions relating to the Pledged Revenues and such books shall be available for inspection by the City, the Purchasers, and the owner of any of the Bonds at reasonable times and under reasonable circumstances. The Trustee shall furnish a report to the City on a monthly basis of all receipts and disbursements of the Pledged Revenues received by the Trustee, which monthly report shall commence one month following the first month in which the Pledged Revenues are received by the Trustee.

Section 14. (a) If there be any default in the payment of the principal of and interest on any of the Bonds, or if the City defaults in the performance of any covenant contained in this Ordinance, the Trustee may, and shall, upon the written request of the owners of not less than 10% in principal amount of the Bonds then outstanding, by proper suit compel, by mandamus or otherwise, the performance of the duties of the officials of the City and officials of the State under the Constitution and laws of the State and under this Ordinance, and to take any action or obtain any proper relief in law or equity available under the Constitution and laws of the State.

(b) No owner of any Bond shall have any right to institute any suit, action, mandamus or other proceeding in equity or in law for the protection or enforcement of any right under this Ordinance or under the Constitution and laws of the State unless such owner previously shall have given to the Trustee written notice of the default on account of which such suit, action or proceeding is to be taken, and unless the owners of not less than 10% in principal amount of the Bonds then outstanding shall have made written request of the Trustee after the right to exercise such powers or right of action, as the case may be, shall have accrued, and shall have afforded the Trustee a reasonable opportunity either to proceed to exercise the powers herein granted or granted by the Constitution and laws of the State, or to institute such action, suit or proceeding in its name, and unless, also, there shall have been offered to the Trustee reasonable security and indemnity against the cost, expense and liabilities to be incurred therein or thereby and the Trustee shall have refused or neglected to comply with such request within a reasonable time, and such notification, request and offer of indemnity are hereby declared in every such case, at the option of the Trustee, to be conditions precedent to the execution of the powers and trust of this Ordinance or to any other remedy hereunder. It is understood and intended that no one or more owners of the Bonds shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the security of this Ordinance, or to enforce any right hereunder except in the manner herein

provided, that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the benefit of all owners of the outstanding Bonds, and that any individual rights of action or other right given to one or more of such owners by law are restricted by this Ordinance to the rights and remedies herein provided.

(c) All rights of action under this Ordinance or under any of the Bonds, enforceable by the Trustee, may be enforced by it without the possession of any of the Bonds, and any such suit, action or proceeding instituted by the Trustee shall be brought in its name and for the benefit of all the owners of the Bonds, subject to the provisions of this Ordinance.

(d) No remedy herein conferred upon or reserved to the Trustee or to the owners of the Bonds is intended to be exclusive of any other remedy or remedies herein provided, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or given by any law or by the Constitution of the State.

(e) No delay or omission of the Trustee or of any owners of the Bonds to exercise any right or power accrued upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein, and every power and remedy given by this Ordinance to the Trustee and to the owners of the Bonds, respectively, may be exercised from time to time and as often as may be deemed expedient.

(f) The Trustee may, and upon the written request of the owners of not less than a majority of the owners in principal amount of the Bonds then outstanding shall, waive any default which shall have been remedied before the entry of final judgment or decree in any suit, action or proceeding instituted under the provisions of this Ordinance or before the completion of the enforcement of any other remedy, but no such waiver shall extend to or affect any other existing or any subsequent default or defaults or impair any rights or remedies consequent thereon.

Section 15. (a) When the Series 2026A Bonds have been executed and sealed as herein provided, they shall be delivered to the Trustee, which shall authenticate them and deliver them to the Purchasers upon payment of the 2026A Purchase Price. An amount of the 2026A Purchase Price that is sufficient, along with other moneys set aside and appropriated hereby for such purpose, to accomplish the refunding of the 2020 Bonds Refunded, shall be deposited with the trustee for the 2020 Bonds Refunded and used to defease the 2020 Bonds Refunded, as set forth in the delivery instructions to the Trustee signed by the Mayor and City Clerk (the "Delivery Instructions"). An amount of the 2026A Purchase Price that is sufficient, along with other moneys set aside and appropriated hereby for such purpose, to accomplish the refunding of the 2024 Bond Refunded, shall be deposited with Bank OZK and used to defease the 2024 Bond Refunded, as set forth in the Delivery Instructions. The expenses of issuing the Series 2026A Bonds as set forth in the Delivery Instructions shall be paid from the 2026A Purchase Price. The balance of the 2026A Purchase Price, if any, shall be deposited into the Bond Fund.

(b) When the Series 2026B Bonds have been executed and sealed as herein provided, they shall be delivered to the Trustee, which shall authenticate them and deliver them to or at the direction of the Purchasers upon payment of the 2026B Purchase Price. The expenses of

issuing the Series 2026B Bonds as set forth in the Delivery Instructions shall be paid from the 2026B Purchase Price.

The balance of the 2026B Purchase Price shall be deposited in four special funds of the City in the Trustee hereby created and designated "Fire and City Administration Complex Construction Fund," "Fire Construction Fund", "Street Construction Fund" and "Police Construction Fund" (each a "2026 Construction Fund" and collectively, the "2026 Construction Funds"). The proceeds of the Series 2026B Bonds to be deposited into the 2026 Construction Funds shall be allocated among the 2026 Improvements in proportion to the principal amount of Series 2026B Bonds plus original issue premium allocated for each purpose. The moneys in each 2026 Construction Fund shall be used for accomplishing the 2026 Improvements for which the fund was created, paying expenses incidental thereto and paying the expenses of issuing the Series 2026B Bonds. Issuance costs and other expenses not specific to one purpose shall be joint obligations to be paid from each 2026 Construction Fund in proportion to the initial moneys credited thereto. Disbursements shall be made from the 2026 Construction Fund on the basis of requisitions which shall specify: the name of the person, firm or corporation to whom payment is to be made; the amount of the payment; the purpose of the payment; the account from which the payment is to be made; and that the payment is a proper charge on the respective 2026 Construction Fund. Each requisition must be signed by (a) the Mayor or the Finance Director and (b)(1) the Fire Chief for the Fire and City Administration Complex Construction Fund and the Fire Construction Fund, (2) the Street Supervisor for the Street Construction Fund and (3) the Police Chief for the Police Construction Fund. The Trustee shall issue its check to the person, firm or corporation designated in the requisition. The Trustee shall keep records as to all payments made from each 2026 Construction Fund based upon requisitions.

When the 2026 Improvements of a particular type (e.g., Street Improvements) have been completed and all required expenses have been paid and expenditures made from the 2026 Construction Fund established to accomplish such 2026 Improvements and the financing thereof, this fact shall, if moneys remain in such 2026 Construction Fund, be evidenced by a certificate signed by the Mayor, which certificate shall state, among other things, the date of the completion and that all obligations payable from such 2026 Construction Fund have been discharged. A copy of the certificate shall be filed with the Trustee, and upon receipt thereof the Trustee shall transfer the remaining balance into the Special Redemption Account in the Bond Fund. Proceeds of the Series 2026B Bonds not needed for the purposes intended shall only be used to redeem Series 2026B Bonds.

Section 16. (a) Moneys held for the credit of the Bond Fund shall be invested and reinvested in Permitted Investments, which will mature, or which will be subject to redemption by the holder thereof at the option of the holder, not later than the date or dates on which the money shall be required for the payment of the principal of and interest on the Bonds when due or for the payment of expenses and any arbitrage rebate, as the case may be.

(b) Moneys held for the credit of each Construction Fund may be invested and reinvested in Permitted Investments or other investments permitted by State law, which shall mature, or which shall be subject to redemption by the holder thereof, at the option of such holder, not later than the date or dates when such money will be required for the purposes intended.

(c) Obligations purchased as an investment of any fund or account shall be deemed at all times a part of such fund. Any profit or loss realized on investments of moneys in any fund shall be charged to said fund.

(d) The Trustee shall so invest and reinvest pursuant to the direction of the City and in the Trustee's discretion in the absence of any direct instructions from the City.

(e) "Permitted Investments" are defined as (i) direct or fully guaranteed obligations of the United States of America ("Government Securities"), (ii) direct obligations of an agency, instrumentality or government-sponsored enterprise created by an act of the United States Congress and authorized to issue securities or evidences of indebtedness, regardless of whether the securities or evidences of indebtedness are guaranteed for repayment by the United States Government, (iii) certificates of deposit or demand deposits of banks, including the Trustee, which are insured by the Federal Deposit Insurance Corporation or, if in excess of insurance coverage, collateralized by Government Securities or other securities authorized by State law to secure public funds or (iv) money market funds invested exclusively in Government Securities and the obligations described in (ii) above.

(f) All investments and deposits in the Bond Fund shall have a par value (or market value when less than par), exclusive of accrued interest at all times at least equal to the amount of money credited to such funds and shall be made in such a manner that the money required to be expended from any fund will be available at the proper time or times.

(g) Investments of moneys in all funds shall be valued in terms of current market value as of the last day of each year, except that direct obligations of the United States (State and Local Government Series) in book-entry form shall be continuously valued at par or face principal amount.

Section 17. (a) Bank OZK, Little Rock, Arkansas is hereby appointed to act as Trustee and Paying Agent pursuant to this Ordinance. The Trustee shall be responsible for the exercise of good faith and reasonable prudence in the execution of its trusts. The recitals in this Ordinance and in the Bonds are the recitals of the City and not of the Trustee. The Trustee shall not be required to take any action as Trustee unless it shall have been requested to do so in writing by the owners of not less than 10% in principal amount of Bonds then outstanding and shall have been offered reasonable security and indemnity against the costs, expenses and liabilities to be incurred therein or thereby. The Trustee may resign by giving 60 days' notice in writing to the City Clerk and to the owners of the Bonds. The majority in principal amount of the owners of the outstanding Bonds or the City, so long as the City is not in default under this Ordinance, at any time, with or without cause, may remove the Trustee. In the event of a vacancy in the office of Trustee, the City shall forthwith designate a new Trustee by a written instrument filed in the office of the City Clerk. The new Trustee shall be a bank or a trust company duly authorized to exercise trust powers and subject to examination by federal or state authority, having a reported capital and surplus of not less than \$5,000,000. The Trustee and any successor Trustee shall file a written acceptance and agreement to execute the trusts imposed upon it by this Ordinance, but only upon the terms and conditions set forth in this Ordinance and subject to the provisions of this Ordinance, to all of which the respective owners of the Bonds agree. Such written acceptance shall be filed

with the City Clerk, and a copy thereof shall be placed in the bond transcript. Any successor Trustee shall have all the powers herein granted to the original Trustee. The Trustee's resignation shall take effect upon the acceptance of the trusts by the successor Trustee.

Section 18. (a) The terms of this Ordinance shall constitute a contract between the City and the owners of the Bonds. No variation or change in the undertaking herein set forth shall be made while any of the Bonds are outstanding, except as hereinafter set forth in subsections (b) and (c).

(b) The Trustee may consent to any variation or change in this Ordinance that the Trustee determines is not to the material prejudice of the owners of the Bonds, or in order to cure any ambiguity, defect or omission in this Ordinance or any amendment hereto, without the consent of the owners of the Bonds.

(c) The owners of not less than 75% in aggregate principal amount of the Bonds then outstanding shall have the right, from time to time, anything contained in this Ordinance to the contrary notwithstanding, to consent to and approve the adoption by the City of such ordinance supplemental hereto as shall be necessary or desirable for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Ordinance or in any supplemental ordinance; provided, however, that nothing contained in this Section shall permit or be construed as permitting (1) an extension of the maturity of the principal of or the interest on any Bond, or (2) a reduction in the principal amount of any Bond or the rate of interest thereon, or (3) the creation of a pledge of the Pledged Revenues superior to the pledge created by this Ordinance, or (4) a privilege or priority of any Bond or Bonds over any other Bond or Bonds, or (5) a reduction in the aggregate principal amount of the Bonds required for consent to such supplemental ordinance.

Section 19. (a) The City covenants that it shall not take any action or suffer or permit any action to be taken or condition to exist which causes or may cause the interest payable on the Series 2026B Bonds to be included in gross income for federal income tax purposes. Without limiting the generality of the foregoing, the City covenants that the proceeds of the sale of the Series 2026B Bonds and the Pledged Revenues will not be used directly or indirectly in such manner as to cause the Series 2026B Bonds to be treated as "arbitrage bonds" within the meaning of Section 148 of the Code.

(b) The City represents that it has not used or permitted the use of, and covenants that it will not use or permit the use of the 2026 Improvements or the proceeds of the Series 2026B, in such manner as to cause the Series 2026B Bonds to be "private activity bonds" within the meaning of Section 141 of the Code. In this regard, the City covenants that (i) it will not use (directly or indirectly) the proceeds of the Series 2026B Bonds to make or finance loans to any person, and (ii) that while the Series 2026B Bonds are outstanding the 2026 Improvements will only be used by state or local governmental entities or persons on a basis as members of the general public.

(c) The City shall pay any arbitrage rebate due the United States Treasury under Section 148 of the Code from moneys in the Bond Fund. The costs of calculating the arbitrage

rebate due and the arbitrage rebate amount shall be considered to be administrative costs payable from moneys in the Bond Fund.

(d) The City covenants that it will not reimburse itself from proceeds of the Series 2026B Bonds for any costs paid prior to the date the Series 2026B Bonds are issued except in compliance with United States Treasury Regulation § 1.150-2 (the "Regulation"). Resolution No. R2025-51, adopted August 4, 2025, shall be considered an "official intent" for purposes of the Regulation.

(e) The City will retain all documents and records pertaining to the Series 2026B Bonds and the 2026 Improvements for the life of the Series 2026B Bonds plus an additional three years.

(f) The City covenants that it will take no action which would cause the Series 2026B Bonds to be "federally guaranteed" within the meaning of Section 149(b) of the Code.

(g) The City further covenants that it will submit to the Secretary of the Treasury of the United States, not later than the 15th day of the second calendar month after the close of the calendar quarter in which the Series 2026B Bonds are issued, a statement concerning the Series 2026B Bonds which contains the information required by Section 149(e) of the Code.

Section 20. All collections of the 2020 Tax that are received after the 2026 Bonds are issued and that are not necessary to pay the principal of, interest on, trustee's fees and arbitrage rebate in connection with the 2020 Bonds Refunded shall be deposited into the Bond Fund as and when received and are hereby appropriated and pledged to the payment of the Bonds and shall become Pledged Revenues hereunder and be used for the purposes for which other moneys in the Bond Fund may be expended.

Section 21. All moneys in the 2020 Sales and Use Tax Bond Fund established in connection with the 2020 Bonds Refunded are hereby appropriated and shall either (a) be used to accomplish the refunding of the 2020 Bonds Refunded, (b) be used to pay any arbitrage rebate and expenses related thereto with respect to the 2020 Bonds Refunded, or (c) be deposited into the Bond Fund and become a part of the Pledged Revenues hereunder, all in accordance with the Delivery Instructions.

Section 22. All moneys in the Capital Improvement Revenue Bond Fund established in connection with the 2024 Bond Refunded are hereby appropriated and shall either (a) be used to accomplish the refunding of the 2024 Bond Refunded, (b) be used to pay any arbitrage rebate and expenses related thereto with respect to the 2024 Bond Refunded, or (c) be used by the City for any lawful purpose, all in accordance with the Delivery Instructions.

Section 23. The refunding of the 2024 Bond Refunded shall be accomplished. The 2024 Bond Refunded shall be fully redeemed on December 1, 2026.

Section 24. The refunding of the 2020 Bonds Refunded shall be accomplished. The 2020 Bonds Refunded shall be redeemed from time to time on the earliest available date or dates and shall be fully redeemed on October 1, 2027.

Section 25. The Mayor, and other officers of the City in accordance with their offices, are authorized to execute such writings, including escrow deposit agreements in connection with the refunding of the Bonds Refunded, and take such action as may be appropriate to cause the 2026 Bonds to be issued and the Bonds Refunded to be defeased and redeemed.

Section 26. In the event the office of Mayor, City Clerk, City Treasurer or Finance Director shall be abolished or any two or more of such offices shall be merged or consolidated or in the event the duties of a particular office shall be transferred to another office or offices, or in the event of a vacancy in any such office by reason of death, resignation, removal from office or otherwise, or in the event any such officer shall become incapable of performing the duties of his office by reason of sickness, absence from the City or otherwise, all powers conferred and all obligations and duties imposed upon such office or officer shall be performed by the office or officers succeeding to the principal functions thereof, or by the office or officer upon whom such powers, obligations and duties shall be imposed by law.

Section 27. The principal amount of the Series 2026A Bonds plus the original issue premium (\$ _____), for a total of \$ _____, is allocated as follows: \$ _____ for the refunding of the 2020 Bonds Refunded; and \$ _____ for the refunding of the 2024 Bond Refunded.

Section 28. The principal amount of the Series 2026B Bonds plus the original issue premium (\$ _____), for a total of \$ _____, is allocated as follows: \$ _____ for the Fire and City Administration Complex Improvements; \$ _____ for the Fire Improvements; \$ _____ for the Street Improvements and \$ _____ for the Police Improvements.

Section 29. The Mayor is hereby authorized and directed to work with Friday, Eldredge & Clark, LLP, as bond counsel, to review and revise, as needed, its written procedures to monitor compliance with federal tax requirements with respect to tax-exempt obligations of the City.

Section 30. The provisions of this Ordinance are separable and in the event that any section or part hereof shall be held to be invalid, such invalidity shall not affect the remainder of this Ordinance.

Section 31. All ordinances and resolutions and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Section 32. Following adoption, this Ordinance shall be posted in the following public places in the City: City Hall, City Library, Fire Station #2, Fire Station #3 and Public Safety Building.

Section 33. It is hereby ascertained and declared that the 2026 Improvements are immediately needed for the preservation of the public peace, health and safety and to remove existing hazards thereto. The 2026 Improvements cannot be accomplished without the issuance of the 2026 Bonds, which cannot be sold at the interest rates specified herein unless this Ordinance is immediately effective. Therefore, it is declared that an emergency exists and this Ordinance being necessary for the preservation of the public peace, health and safety shall be in force and take effect immediately upon and after its passage.

PASSED: February 3, 2026.

APPROVED:

ATTEST:

Mayor

City Clerk

(SEAL)

CERTIFICATE

The undersigned, City Clerk of the City of Bella Vista, Arkansas (the "City"), hereby certifies that the foregoing pages are a true and correct copy of Ordinance No. _____, passed at a special session of the City Council of the City, held at the regular meeting place of the Council, at 6:00 o'clock p.m. on the 3rd day of February, 2026, and that the Ordinance is of record in Ordinance Record Book No. _____ at Page _____, now in my possession.

GIVEN under my hand and seal this 3rd day of February, 2026.

City Clerk

(SEAL)

CONTINUING DISCLOSURE AGREEMENT

This Continuing Disclosure Agreement (the "Disclosure Agreement") is executed and delivered by the City of Bella Vista, Arkansas (the "Issuer") and Bank OZK, Little Rock, Arkansas (the "Trustee") in connection with the issuance of the Issuer's Sales and Use Tax Bonds, Taxable Refunding Series 2026A and Improvement Series 2026B (collectively, the "Bonds"). The Bonds are being issued pursuant to Ordinance No. _____ of the Issuer, adopted February 3, 2026 (the "Authorizing Ordinance"). The Issuer and the Trustee covenant and agree as follows:

SECTION 1. Purpose of the Disclosure Agreement. This Disclosure Agreement is being executed and delivered by the Issuer and the Trustee for the benefit of the Beneficial Owners of the Bonds and in order to assist the Participating Underwriter in complying with the Securities and Exchange Commission, Rule 15c2-12(b)(5).

SECTION 2. Definitions. In addition to the definitions set forth in the Authorizing Ordinance, which apply to any capitalized term used in this Disclosure Agreement unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Annual Report" shall mean any Annual Report provided by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Agreement.

"Beneficial Owner" of a Bond shall mean any person who has or shares the power, directly or indirectly, to make investment decisions concerning ownership of any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries).

"Dissemination Agent" shall mean the Trustee, acting in its capacity as Dissemination Agent hereunder, or any successor Dissemination Agent designated in writing by the Issuer and which has filed with the Trustee a written acceptance of such designation.

"EMMA" shall mean the Electronic Municipal Market Access system as described in 1934 Act Release No. 59062 and maintained by the MSRB for purposes of the Rule.

"Financial Obligation" shall mean a

- (A) Debt obligation;
- (B) Derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or
- (C) Guarantee of obligations described in (A) or (B).

The term Financial Obligation shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

"Listed Events" shall mean any of the events listed in Section 5(a) of this Disclosure Agreement.

"MSRB" shall mean the Municipal Securities Rulemaking Board.

"Participating Underwriter" shall mean any of the original underwriters of the Bonds required to comply with the Rule in connection with offering of the Bonds.

"Rule" shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

"Tax" shall mean the 1% sales and use tax levied by the Issuer under Ordinance No. 2025-09, adopted August 4, 2025, and pledged to the Bonds under the Authorizing Ordinance.

SECTION 3. Provision of Annual Report.

(a) The Issuer shall, or shall cause the Dissemination Agent to, not later than one hundred eighty (180) days after the end of the Issuer's fiscal year (presently December 31), commencing with the report after the end of the 2026 fiscal year, provide to the MSRB, through its continuing disclosure service portal provided through EMMA at <http://www.emma.msrb.org> or any similar system acceptable to the Securities and Exchange Commission, an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Agreement. The Annual Report shall be in electronic format as prescribed by the MSRB and shall be accompanied by identifying information as prescribed by the MSRB. The Annual Report may be submitted as a single document or as separate documents comprising a package and may cross-reference other information as provided in Section 4 of this Disclosure Agreement; provided that the Financial Statements (as defined below) of the Issuer may be submitted separately from the balance of the Annual Report and later than the date required above for the filing of the Annual Report if they are not available by that date, but, in such event, such Financial Statements shall be submitted within thirty (30) days after receipt thereof by the Issuer. If the Issuer's fiscal year changes, the Issuer shall give notice of such change in the same manner as for a Listed Event.

(b) Not later than fifteen (15) days prior to the date specified in subsection (a) for providing the Annual Report to the MSRB, the Issuer shall provide the Annual Report to the Dissemination Agent and the Trustee (if the Trustee is not the Dissemination Agent). If by such date, the Trustee has not received a copy of the Annual Report, the Trustee shall contact the Issuer and the Dissemination Agent to determine if the Issuer is in compliance with the first sentence of this subsection (b).

(c) If the Trustee is unable to verify that an Annual Report (containing the information required in (a) in Section 4 below) has been provided to the MSRB by the date required in subsection (a), the Trustee shall file a notice with the MSRB.

(d) The Dissemination Agent shall file a report with the Issuer and (if the Dissemination Agent is not the Trustee) the Trustee certifying that the Annual Report has been provided pursuant to this Disclosure Agreement and stating the date it was provided to the MSRB.

SECTION 4. Content of Annual Report. The Issuer's Annual Report shall contain or incorporate by reference the following:

(a) Tax receipts for the latest calendar year and the four (4) previous years, if available.

(b) The annual financial statements of the general fund of the Issuer, which (i) need not be audited in accordance with auditing standards generally accepted in the United States of America, (ii) shall be prepared using accounting principles prescribed by Arkansas Code Annotated Section 10-4-412, as it may be amended from time to time, or any successor statute and (iii) shall be presented in a financial audit, performance audit, information technology audit, review, report of agreed-upon procedures, compilation, examination, investigation, or other report or procedure approved by the Arkansas Legislative Joint Auditing Committee in accordance with, and as required by, Arkansas law (the "Financial Statements").

Any or all of the items above may be incorporated by reference from other documents, including official statements of debt issues of the Issuer or related public entities, which are available to the public on the MSRB's website or filed with the Securities and Exchange Commission. If the document incorporated by reference is a final official statement, it must be available from the MSRB. The Issuer shall clearly identify each such other document so incorporated by reference.

SECTION 5. Reporting of Listed Events.

(a) This Section 5 shall govern the giving of notices of the occurrence of any of the following events:

1. Principal and interest payment delinquencies.
2. Non-payment related defaults, if material.
3. Unscheduled draws on debt service reserves reflecting financial difficulties.
4. Unscheduled draws on credit enhancements reflecting financial difficulties.
5. Substitution of credit or liquidity providers, or their failure to perform.

6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax-exempt status of the security.

7. Modifications to rights of security holders, if material.
8. Bond calls (excluding mandatory sinking fund redemptions), if material.
9. Defeasances and tender offers.
10. Release, substitution, or sale of property securing repayment of the securities, if material.
11. Rating changes.
12. Bankruptcy, insolvency, receivership or similar event of the Issuer.
13. The consummation of a merger, consolidation or acquisition involving the Issuer or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.
14. Appointment of a successor or additional trustee or the change of name of a trustee, if material.
15. Incurrence of a Financial Obligation of the Issuer, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Issuer, any of which affect security holders, if material.
16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Issuer, any of which reflect financial difficulties.

(b) After the occurrence of a Listed Event (excluding an event described in (a)8 above), the Issuer shall promptly notify the Dissemination Agent (if other than the Issuer) in writing. Such notice shall instruct the Dissemination Agent to report the occurrence.

(c) After the occurrence of a Listed Event (excluding an event described in (a)8 above), whether by notice from the Trustee or otherwise, the Issuer shall file (or cause the Dissemination Agent to file), in a timely manner not in excess of ten (10) business days after the occurrence of such Listed Event, a notice of such occurrence with the MSRB, through its continuing disclosure service portal provided through EMMA at <http://www.emma.msrb.org> or any other similar system that is acceptable to the Securities and Exchange Commission, with a copy to the Trustee (if the Trustee is not the Dissemination Agent). Each notice of the occurrence of a Listed Event shall be captioned "Notice of Listed Event" and shall be filed in electronic format as prescribed by the MSRB and shall be accompanied by identifying information as prescribed by the MSRB. In the event of a Listed Event described in (a)8 above, the Trustee shall make the filing in a timely manner not in excess of ten (10) business days after the occurrence of such Listed Event.

SECTION 6. Termination of Reporting Obligation. The Issuer's obligations under this Disclosure Agreement shall terminate upon the defeasance, prior redemption or payment in full of all the Bonds.

SECTION 7. Dissemination Agent. The Issuer may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Agreement, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the Issuer pursuant to this Disclosure Agreement. If at any time there is not any other designated Dissemination Agent, the Trustee shall be the Dissemination Agent. The initial Dissemination Agent shall be the Trustee.

SECTION 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Agreement, the Issuer and the Trustee may amend this Disclosure Agreement, and any provisions of this Disclosure Agreement may be waived, provided that the following conditions are satisfied:

(a) If the amendment or waiver relates to the provisions of Sections 3(a), 4, or 5, it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of the Issuer with respect to the Bonds, or the type of business conducted;

(b) The undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment or waiver either (i) is approved by the Beneficial Owners of the Bonds in the same manner as provided in the Authorizing Ordinance for amendments to the Authorizing Ordinance with the consent of Beneficial Owners, or (ii) does not, in the opinion of the Trustee, materially impair the interests of the Beneficial Owners of the Bonds.

In the event of any amendment or waiver of a provision of this Disclosure Agreement, the Issuer shall describe such amendment in the next Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Issuer. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 5(c), and (ii) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

SECTION 9. Additional Information. Nothing in this Disclosure Agreement shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Agreement. If the Issuer chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Agreement, the Issuer shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

SECTION 10. Default. In the event of a failure of the Issuer or the Trustee to comply with any provision of this Disclosure Agreement, the Trustee, the Issuer or any Beneficial Owner may (and the Trustee, at the request of the Participating Underwriter or the Beneficial Owners of at least 25% aggregate principal amount of outstanding Bonds, shall) take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the Issuer, the Dissemination Agent or the Trustee, as the case may be, to comply with its obligations under this Disclosure Agreement. A default under this Disclosure Agreement shall not be deemed a default under the Authorizing Ordinance, and the sole remedy under this Disclosure Agreement in the event of any failure of the Issuer, the Dissemination Agent or the Trustee to comply with this Disclosure Agreement shall be an action to compel performance.

SECTION 11. Duties of Trustee and Dissemination Agent and Right of Indemnity. The Dissemination Agent (if other than the Trustee) and the Trustee in its capacity as Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement, and the Issuer agrees to indemnify and save the Dissemination Agent and the Trustee, their officers, directors, employees and agents, harmless against any loss, expense and liabilities which they may incur arising out of or in the exercise or performance of their powers and duties hereunder, including the costs and expenses (including attorney's fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's or the Trustee's gross negligence or willful misconduct. The obligations of the Issuer under this Section shall survive resignation or removal of the Trustee or the Dissemination Agent and payment of the Bonds.

SECTION 12. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Issuer, the Trustee, the Dissemination Agent, the Participating Underwriter and the Beneficial Owners and shall create no rights in any other person or entity.

SECTION 13. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Dated: March 17, 2026.

CITY OF BELLA VISTA, ARKANSAS

By _____
Mayor

BANK OZK
Little Rock, Arkansas

By _____
Authorized Officer

CONTINUING DISCLOSURE AGREEMENT

This Continuing Disclosure Agreement (the "Disclosure Agreement") is executed and delivered by the City of Bella Vista, Arkansas (the "Issuer") and Bank OZK, Little Rock, Arkansas (the "Trustee") in connection with the issuance of the Issuer's Sales and Use Tax Bonds, Taxable Refunding Series 2026A and Improvement Series 2026B (collectively, the "Bonds"). The Bonds are being issued pursuant to Ordinance No. _____ of the Issuer, adopted February 3, 2026 (the "Authorizing Ordinance"). The Issuer and the Trustee covenant and agree as follows:

SECTION 1. Purpose of the Disclosure Agreement. This Disclosure Agreement is being executed and delivered by the Issuer and the Trustee for the benefit of the Beneficial Owners of the Bonds and in order to assist the Participating Underwriter in complying with the Securities and Exchange Commission, Rule 15c2-12(b)(5).

SECTION 2. Definitions. In addition to the definitions set forth in the Authorizing Ordinance, which apply to any capitalized term used in this Disclosure Agreement unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Annual Report" shall mean any Annual Report provided by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Agreement.

"Beneficial Owner" of a Bond shall mean any person who has or shares the power, directly or indirectly, to make investment decisions concerning ownership of any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries).

"Dissemination Agent" shall mean the Trustee, acting in its capacity as Dissemination Agent hereunder, or any successor Dissemination Agent designated in writing by the Issuer and which has filed with the Trustee a written acceptance of such designation.

"EMMA" shall mean the Electronic Municipal Market Access system as described in 1934 Act Release No. 59062 and maintained by the MSRB for purposes of the Rule.

"Financial Obligation" shall mean a

- (A) Debt obligation;
- (B) Derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or
- (C) Guarantee of obligations described in (A) or (B).

The term Financial Obligation shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

"Listed Events" shall mean any of the events listed in Section 5(a) of this Disclosure Agreement.

"MSRB" shall mean the Municipal Securities Rulemaking Board.

"Participating Underwriter" shall mean any of the original underwriters of the Bonds required to comply with the Rule in connection with offering of the Bonds.

"Rule" shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

"Tax" shall mean the 1% sales and use tax levied by the Issuer under Ordinance No. 2025-09, adopted August 4, 2025, and pledged to the Bonds under the Authorizing Ordinance.

SECTION 3. Provision of Annual Report.

(a) The Issuer shall, or shall cause the Dissemination Agent to, not later than one hundred eighty (180) days after the end of the Issuer's fiscal year (presently December 31), commencing with the report after the end of the 2026 fiscal year, provide to the MSRB, through its continuing disclosure service portal provided through EMMA at <http://www.emma.msrb.org> or any similar system acceptable to the Securities and Exchange Commission, an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Agreement. The Annual Report shall be in electronic format as prescribed by the MSRB and shall be accompanied by identifying information as prescribed by the MSRB. The Annual Report may be submitted as a single document or as separate documents comprising a package and may cross-reference other information as provided in Section 4 of this Disclosure Agreement; provided that the Financial Statements (as defined below) of the Issuer may be submitted separately from the balance of the Annual Report and later than the date required above for the filing of the Annual Report if they are not available by that date, but, in such event, such Financial Statements shall be submitted within thirty (30) days after receipt thereof by the Issuer. If the Issuer's fiscal year changes, the Issuer shall give notice of such change in the same manner as for a Listed Event.

(b) Not later than fifteen (15) days prior to the date specified in subsection (a) for providing the Annual Report to the MSRB, the Issuer shall provide the Annual Report to the Dissemination Agent and the Trustee (if the Trustee is not the Dissemination Agent). If by such date, the Trustee has not received a copy of the Annual Report, the Trustee shall contact the Issuer and the Dissemination Agent to determine if the Issuer is in compliance with the first sentence of this subsection (b).

(c) If the Trustee is unable to verify that an Annual Report (containing the information required in (a) in Section 4 below) has been provided to the MSRB by the date required in subsection (a), the Trustee shall file a notice with the MSRB.

(d) The Dissemination Agent shall file a report with the Issuer and (if the Dissemination Agent is not the Trustee) the Trustee certifying that the Annual Report has been provided pursuant to this Disclosure Agreement and stating the date it was provided to the MSRB.

SECTION 4. Content of Annual Report. The Issuer's Annual Report shall contain or incorporate by reference the following:

(a) Tax receipts for the latest calendar year and the four (4) previous years, if available.

(b) The annual financial statements of the general fund of the Issuer, which (i) need not be audited in accordance with auditing standards generally accepted in the United States of America, (ii) shall be prepared using accounting principles prescribed by Arkansas Code Annotated Section 10-4-412, as it may be amended from time to time, or any successor statute and (iii) shall be presented in a financial audit, performance audit, information technology audit, review, report of agreed-upon procedures, compilation, examination, investigation, or other report or procedure approved by the Arkansas Legislative Joint Auditing Committee in accordance with, and as required by, Arkansas law (the "Financial Statements").

Any or all of the items above may be incorporated by reference from other documents, including official statements of debt issues of the Issuer or related public entities, which are available to the public on the MSRB's website or filed with the Securities and Exchange Commission. If the document incorporated by reference is a final official statement, it must be available from the MSRB. The Issuer shall clearly identify each such other document so incorporated by reference.

SECTION 5. Reporting of Listed Events.

(a) This Section 5 shall govern the giving of notices of the occurrence of any of the following events:

1. Principal and interest payment delinquencies.
2. Non-payment related defaults, if material.
3. Unscheduled draws on debt service reserves reflecting financial difficulties.
4. Unscheduled draws on credit enhancements reflecting financial difficulties.
5. Substitution of credit or liquidity providers, or their failure to perform.

6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax-exempt status of the security.

7. Modifications to rights of security holders, if material.
8. Bond calls (excluding mandatory sinking fund redemptions), if material.
9. Defeasances and tender offers.
10. Release, substitution, or sale of property securing repayment of the securities, if material.
11. Rating changes.
12. Bankruptcy, insolvency, receivership or similar event of the Issuer.
13. The consummation of a merger, consolidation or acquisition involving the Issuer or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.
14. Appointment of a successor or additional trustee or the change of name of a trustee, if material.
15. Incurrence of a Financial Obligation of the Issuer, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Issuer, any of which affect security holders, if material.
16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Issuer, any of which reflect financial difficulties.

(b) After the occurrence of a Listed Event (excluding an event described in (a)8 above), the Issuer shall promptly notify the Dissemination Agent (if other than the Issuer) in writing. Such notice shall instruct the Dissemination Agent to report the occurrence.

(c) After the occurrence of a Listed Event (excluding an event described in (a)8 above), whether by notice from the Trustee or otherwise, the Issuer shall file (or cause the Dissemination Agent to file), in a timely manner not in excess of ten (10) business days after the occurrence of such Listed Event, a notice of such occurrence with the MSRB, through its continuing disclosure service portal provided through EMMA at <http://www.emma.msrb.org> or any other similar system that is acceptable to the Securities and Exchange Commission, with a copy to the Trustee (if the Trustee is not the Dissemination Agent). Each notice of the occurrence of a Listed Event shall be captioned "Notice of Listed Event" and shall be filed in electronic format as prescribed by the MSRB and shall be accompanied by identifying information as prescribed by the MSRB. In the event of a Listed Event described in (a)8 above, the Trustee shall make the filing in a timely manner not in excess of ten (10) business days after the occurrence of such Listed Event.

SECTION 6. Termination of Reporting Obligation. The Issuer's obligations under this Disclosure Agreement shall terminate upon the defeasance, prior redemption or payment in full of all the Bonds.

SECTION 7. Dissemination Agent. The Issuer may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Agreement, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the Issuer pursuant to this Disclosure Agreement. If at any time there is not any other designated Dissemination Agent, the Trustee shall be the Dissemination Agent. The initial Dissemination Agent shall be the Trustee.

SECTION 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Agreement, the Issuer and the Trustee may amend this Disclosure Agreement, and any provisions of this Disclosure Agreement may be waived, provided that the following conditions are satisfied:

(a) If the amendment or waiver relates to the provisions of Sections 3(a), 4, or 5, it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of the Issuer with respect to the Bonds, or the type of business conducted;

(b) The undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment or waiver either (i) is approved by the Beneficial Owners of the Bonds in the same manner as provided in the Authorizing Ordinance for amendments to the Authorizing Ordinance with the consent of Beneficial Owners, or (ii) does not, in the opinion of the Trustee, materially impair the interests of the Beneficial Owners of the Bonds.

In the event of any amendment or waiver of a provision of this Disclosure Agreement, the Issuer shall describe such amendment in the next Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Issuer. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 5(c), and (ii) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

SECTION 9. Additional Information. Nothing in this Disclosure Agreement shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Agreement. If the Issuer chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Agreement, the Issuer shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

SECTION 10. Default. In the event of a failure of the Issuer or the Trustee to comply with any provision of this Disclosure Agreement, the Trustee, the Issuer or any Beneficial Owner may (and the Trustee, at the request of the Participating Underwriter or the Beneficial Owners of at least 25% aggregate principal amount of outstanding Bonds, shall) take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the Issuer, the Dissemination Agent or the Trustee, as the case may be, to comply with its obligations under this Disclosure Agreement. A default under this Disclosure Agreement shall not be deemed a default under the Authorizing Ordinance, and the sole remedy under this Disclosure Agreement in the event of any failure of the Issuer, the Dissemination Agent or the Trustee to comply with this Disclosure Agreement shall be an action to compel performance.

SECTION 11. Duties of Trustee and Dissemination Agent and Right of Indemnity. The Dissemination Agent (if other than the Trustee) and the Trustee in its capacity as Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement, and the Issuer agrees to indemnify and save the Dissemination Agent and the Trustee, their officers, directors, employees and agents, harmless against any loss, expense and liabilities which they may incur arising out of or in the exercise or performance of their powers and duties hereunder, including the costs and expenses (including attorney's fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's or the Trustee's gross negligence or willful misconduct. The obligations of the Issuer under this Section shall survive resignation or removal of the Trustee or the Dissemination Agent and payment of the Bonds.

SECTION 12. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Issuer, the Trustee, the Dissemination Agent, the Participating Underwriter and the Beneficial Owners and shall create no rights in any other person or entity.

SECTION 13. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Dated: March 17, 2026.

CITY OF BELLA VISTA, ARKANSAS

By _____
Mayor

BANK OZK
Little Rock, Arkansas

By _____
Authorized Officer