This Preliminary Official Statement and the information contained herein are subject to change, completion or amendment without notice. The Bonds may not be sold nor may offers to buy be accepted prior to the time the Official Statement is delivered in final form. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or a solicitation of an offer to buy, nor shall there be any sale of the Bonds in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of such jurisdiction.

PRELIMINARY OFFICIAL STATEMENT DATED APRIL 26, 2024

New Issue **Rating: Moody's "A1"**
Book-Entry Only

In the opinion of Bond Counsel, based on existing law and assuming compliance with certain tax covenants of the County, interest on the Bonds (i) will be excluded from gross income for federal income tax purposes pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the "Code") and (ii) is not treated as an item of tax preference in calculating the alternative minimum tax imposed on individuals under the Code; however, such interest is taken into account in determining the annual adjusted financial statement income of applicable corporations (as defined in Section 59(k) of the Code) for the purpose of computing the alternative minimum tax imposed on corporations. Under existing law and subject to certain exceptions, the Bonds and the income therefrom will be exempt from state, county and municipal taxation in the State of Tennessee. (See "Tax Matters" herein).

DECATUR COUNTY, TENNESSEE

$3,000,000* GENERAL OBLIGATION SCHOOL BONDS, SERIES 2024
(Bank Qualified)

Dated: Date of Delivery **Due: May 1, as shown below***

The $3,000,000* General Obligation School Bonds, Series 2024 (the "Bonds") of Decatur County, Tennessee (the "County") will be issued in fully registered book-entry only form, without coupons, in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"). DTC will act as securities depository of the Bonds. Individual purchases of beneficial ownership interests in the Bonds will be made in book-entry form only, in denominations of $5,000 or multiples thereof through DTC Participants. The Bonds will bear interest at the annual rates shown below, payable semiannually on May 1 and November 1 of each year, commencing on November 1, 2024, calculated on the basis of a 360-day year consisting of twelve 30-day months.

So long as Cede & Co. is the registered owner of the Bonds, as the nominee for DTC, principal and interest with respect to the Bonds shall be payable to Cede & Co., which will in turn remit principal and interest payments on the Bonds to DTC Participants for subsequent disbursement to the beneficial owners of the Bonds. Purchasers will not receive physical delivery of Bonds purchased by them. See "DESCRIPTION OF THE BONDS-Book-Entry-Only System." U.S. Bank Trust Company, National Association, Nashville, Tennessee, is the registration and paying agent for the Bonds (the "Registration Agent").

The Bonds shall be payable from unlimited ad valorem taxes to be levied on all taxable property within the County. See "Security and Sources of Payment" herein. For the prompt payment of principal of and interest on the Bonds, the full faith and credit of the County are irrevocably pledged.

The Bonds are subject to redemption prior to their stated maturities as more fully set forth herein.

Maturity (May 1)*	Principal*	Interest Rate	Price or Yield	CUSIP No.**	Maturity (May 1)*	Principal*	Interest Rate	Price or Yield	CUSIP No.**
2025	$ 95,000	%			2035	$150,000	%		
2026	100,000				2036	155,000			
2027	100,000				2037	165,000			
2028	110,000				2038	170,000			
2029	115,000				2039	175,000			
2030	120,000				2040	185,000			
2031	125,000				2041	195,000			
2032	130,000				2042	200,000			
2033	135,000				2043	210,000			
2034	145,000				2044	220,000			

The Bonds have been designated by the County as "qualified tax-exempt obligations" pursuant to Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

The Bonds are offered when, as and if issued, subject to the approval of the legality by Bass, Berry & Sims PLC, Nashville, Tennessee, Bond Counsel, whose opinion will be delivered with the Bonds. Certain legal matters will be passed upon for the County by Rainey, Kizer, Reviere & Bell PLC, Counsel to the County. The Bonds, in book-entry form, are expected to be available for delivery through The Depository Trust Company in New York, New York, on or about May 21, 2024.

GUARDIAN ADVISORS, LLC
Municipal Advisor

________ __, 2024

*Preliminary, subject to change

** Copyright, American Bankers Association (the "ABA"). CUSIP data herein are provided by CUSIP Global Services, which is managed on behalf of the ABA by S&P Global Market Intelligence, a division of S&P Global Inc. The CUSIP numbers listed above are being provided solely for the convenience of Bondholders only at the time of issuance of the Bonds and the Issuer makes no representation with respect to such numbers nor undertakes any responsibility for their accuracy now or at any time in the future. The CUSIP number for a specific maturity is subject to being changed after the issuance of the Bonds as a result of various subsequent actions including, but not limited to, a refunding in whole or in part of such maturity or as a result of the procurement of secondary market portfolio insurance or other similar enhancement by investors that is applicable to all or a portion of certain maturities of the Bonds.

This Official Statement has been prepared by:

GUARDIAN ADVISORS, LLC

Municipal Advisor to Decatur County

Guardian Advisors, LLC provides fiduciary services only and does not broker, underwrite or deal in securities. Any investment interest in the Bonds herein described will be referred to the Underwriter.

For purposes of compliance with Rule 15c2-12 of the Securities and Exchange Commission, this document, as the same may be supplemented or amended (collectively, the "Official Statement") by Decatur County, Tennessee (the "County") from time to time, may be treated as an Official Statement with respect to the Bonds described herein that is deemed final by the County as of the date hereof (or of any such supplement or amendment). It is subject to completion with certain information to be established at the time of the sale of the Bonds as permitted by Rule 15c2-12 of the Securities and Exchange Commission.

No dealer, broker, salesman or other person has been authorized by the County or by Guardian Advisors, LLC (the "Municipal Advisor") to give any information or make any representations other than those contained in this Official Statement and, if given or made, such information or representations with respect to the County or the Bonds must not be relied upon as having been authorized by the County or the Municipal Advisor. This Official Statement does not constitute an offer to sell, or solicitation of an offer to buy, any securities other than the securities offered hereby to any person in any jurisdiction where such offer or solicitation of such offer would be unlawful.

This Official Statement should be considered in its entirety and no one factor should be considered more or less important than any other by reason of its position in this Official Statement. Where statutes, reports or other documents are referred to herein, reference should be made to such statutes, reports or other documents for more complete information regarding the rights and obligations of parties thereto, facts and opinions contained therein and the subject matter thereof.

The information and expressions of opinion in this Official Statement are subject to change without notice and neither the delivery of this Official Statement nor any sale made under it shall, under any circumstances, create any implication that there has been no change in the affairs of the County since the date as of which information is given in this Official Statement.

In making an investment decision, investors must rely on their own examination of the County and the terms of the offering, including the merits and risks involved. No registration statement relating to the Bonds has been filed with the Securities and Exchange Commission or with any state securities agency. The Bonds have not been approved or disapproved by the Commission or any state securities agency, nor has the Commission or any state securities agency passed upon the accuracy or adequacy of this Official Statement. Any representation to the contrary is a criminal offense.

The material contained herein has been obtained from sources believed to be current and reliable, but the accuracy thereof is not guaranteed. The Official Statement contains statements which are based upon estimates, forecasts, and matters of opinion, whether or not expressly so described, and such statements are intended solely as such and not as representations of fact. All summaries of statutes, resolutions, and reports contained herein are made subject to all the provisions of said documents. The Official Statement is not to be construed as a contract with the purchasers of any of Decatur County, Tennessee General Obligation School Bonds, Series 2024.

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NOTICE OF SALE

DECATUR COUNTY, TENNESSEE

$3,000,000* GENERAL OBLIGATION SCHOOL BONDS, SERIES 2024
(BANK QUALIFIED)

Notice is hereby given that Decatur County, Tennessee (the "County") will accept a written bid or electronic bid for the purchase of all, but not less than all of the County's $3,000,000* General Obligation School Bonds, Series 2024 (the "Bonds") until:

10:30 A.M. C.S.T. on May 7, 2024.

Written bids must be addressed and delivered to the County to the attention of the Decatur County Mayor, c/o Guardian Advisors, LLC, 740 Cane Creek Road, Hohenwald, Tennessee 38462, emailed to Guardian Advisors, LLC at guardianadvisorsllc@gmail.com or faxed to Guardian Advisors, LLC at (931) 796-0779. Electronic bids must be submitted to PARITY® via BiDCOMP Competitive Bidding System. No other form of bid or provider of electronic bidding services will be accepted. Such bids are to be publicly opened and read at such time and place on said day. For the purposes of both the written bid process and the electronic bidding process, the time as maintained by BiDCOMP/PARITY® shall constitute the official time with respect to all bids submitted. **The sale on May 7, 2024 may be postponed prior to the time bids are received as published on www.I-dealProspectus.com. If such postponement occurs, a later public sale may be held at the hour and place and on such date as communicated via www. I-dealProspectus.com upon forty-eight hours notice.**

The Bonds will be dated the date of delivery and will mature on May 1 in the years 2025 through 2044, inclusive, with term bonds optional. The interest rate or rates on the Bonds shall not exceed five percent (5.00%) per annum and shall be payable semi-annually on May 1 and November 1, commencing November 1, 2024. No bid for the Bonds will be considered for less than ninety-eight and three-quarters percent (98.75%) of par or for more than one hundred six percent (106.0%) of par. The Bonds maturing May 1, 2035 and thereafter are callable on May 1, 2034 and thereafter as provided in the Detailed Notice of Sale. The Bonds will be awarded to the bidder whose bid results in the lowest true interest cost on the Bonds.

The Bonds have been designated by the County as "qualified tax-exempt obligations" pursuant to Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

In the event that the competitive sale requirements of applicable Treasury Regulations are not met, the Issuer will require bidders to comply with the "hold-the-offering-price rule" for purposes of determining the issue price of the Bonds.

The book-entry only Bonds (except that the Bonds shall not be required to be book-entry if purchased by a bidder who does not intend to reoffer the Bonds) and approving opinion of Bass, Berry & Sims PLC, Nashville, Tennessee, will be furnished at the expense of the County. Additional information, including the Official Statement and Detailed Notice of Sale, may be obtained from the office of the County Mayor, P.O. Box 488, 67 S. East St., Decaturville, Tennessee 38329, or from the County's Municipal Advisor, Guardian Advisors, LLC, 740 Cane Creek Road, Hohenwald, Tennessee 38462, telephone: (931) 796-0777 or (866) 823-2500; fax: (931) 796-0779, Attention: Stephen L. Bates.

If any provisions of this Notice of Sale conflict with information provided by BiDCOM/PARITY® as the provider of electronic bidding services, this Notice of Sale shall control.

Mike Creasy
County Mayor

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DETAILED NOTICE OF SALE

DECATUR COUNTY, TENNESSEE

$3,000,000* GENERAL OBLIGATION SCHOOL BONDS, SERIES 2024
(BANK QUALIFIED)

Notice is hereby given that Decatur County, Tennessee (the "County") will accept a written bid or electronic bid for the purchase of all, but not less than all, of the County's $3,000,000* General Obligation School Bonds, Series 2024 (the " Bonds") until:

10:30 A.M. C.S.T. on May 7, 2024.

Written bids must be addressed and delivered to the County to the attention of the Decatur County Mayor, c/o Guardian Advisors, LLC, 740 Cane Creek Road, Hohenwald, Tennessee 38462, emailed to Guardian Advisors, LLC at guardianadvisorsllc@gmail.com or faxed to Guardian Advisors, LLC at (931) 796-0779. Electronic bids must be submitted to PARITY® via BiDCOMP Competitive Bidding System. No other form of bid or provider of electronic bidding services will be accepted. Such bids are to be publicly opened and read at such time and place on said day. For the purposes of both the written bid process and the electronic bidding process, the time as maintained by BiDCOMP/PARITY® shall constitute the official time with respect to all bids submitted. **The sale on May 7, 2024 may be postponed prior to the time bids are received as published on www.I-dealProspectus.com. If such postponement occurs, a later public sale may be held at the hour and place and on such date as communicated via www.I-dealProspectus.com upon forty-eight hours notice.** The Bonds will be awarded on such sale date by the County Mayor.

Terms of Bonds and Book-Entry System

The Bonds will be issued in fully registered, book-entry form, be dated the date of delivery, be issued, or reissued upon transfer, in $5,000 denominations or multiples thereof, as shall be requested by the purchaser or transferor thereof, as appropriate (except that the Bonds shall not be required to be issued in book-entry form or issued in $5,000 denominations or multiples thereof if purchased by a bidder who does not intend to reoffer the Bonds), and will mature and be payable on May1 of each year as follows:

Year*	Principal*	Year*	Principal*
2025	$ 95,000	2035	150,000
2026	100,000	2036	155,000
2027	100,000	2037	165,000
2028	110,000	2038	170,000
2029	115,000	2039	175,000
2030	120,000	2040	185,000
2031	125,000	2041	195,000
2032	130,000	2042	200,000
2033	135,000	2043	210,000
2034	145,000	2044	220,000

Except as otherwise provided herein in the case of a bidder who does not intend to reoffer the Bonds, the Bonds will be issued by means of a book-entry system with no physical distribution of Bond certificates made to the public. One Bond certificate for each maturity will be issued to The Depository Trust Company, New York, New York ("DTC"), and

* Preliminary, subject to change.

immobilized in its custody. The book-entry system will evidence beneficial ownership interests of the Bonds in the principal amount of $5,000 and any integral multiple of $5,000, with transfers of beneficial ownership interest effected on the records of DTC participants and, if necessary, in turn by DTC pursuant to rules and procedures established by DTC and its participants. The successful bidder, as a condition to delivery of the Bonds, shall be required to deposit the Bond certificates with DTC, registered in the name of Cede & Co., nominee of DTC.

Interest on the Bonds will be payable semiannually on May 1 and November 1, beginning November 1, 2024, and principal of the Bonds will be payable, at maturity or upon redemption, to DTC or its nominee as registered owner of the Bonds (except as otherwise provided herein in the case of a bidder who does not intend to reoffer the Bonds). Transfer of principal and interest payments to participants of DTC will be the responsibility of DTC, and transfer of principal and interest payments to beneficial owners of the Bonds by participants of DTC, will be the responsibility of such participants and of the nominees of beneficial owners. The County will not be responsible or liable for such transfer of payments or for maintaining, supervising or reviewing the records maintained by DTC, its participants or persons acting through such participants.

If the book-entry-only system for the Bonds is discontinued and a successor securities depository is not appointed by the County, Bond certificates in fully registered form will be delivered to, and registered in the names of, the DTC participants or such other persons as such DTC participants may specify (which may be the indirect participants or beneficial owners), in authorized denominations of $5,000 or integral multiples thereof. The ownership of Bonds so delivered shall be registered in registration books to be kept by U.S. Bank Trust Company, National Association, Nashville, Tennessee, as registration and paying agent (the "Registration Agent"), at its principal corporate trust office, and the County and the Registration Agent shall be entitled to treat the registered owners of the Bonds, as their names appear in such registration books as of the appropriate dates, as the owners thereof for all purposes described herein and in the resolution authorizing the Bonds.

Redemption – Optional and Mandatory

Bonds maturing May 1, 2025 through May 1, 2034 shall mature without option of prior redemption. Bonds maturing on May 1, 2035 and thereafter shall be subject to redemption prior to maturity at the option of the County on or after May 1, 2034 as a whole or in part, at any time, at the redemption price of par, plus interest accrued to the redemption date.

If less than all the Bonds shall be called for redemption, the Bonds to be redeemed shall be selected by the Board of County Commissioners in its discretion. If less than all of a Bond within a single maturity shall be called for redemption, the interests within the maturity to be redeemed shall be selected as follows:

(i) if the Bonds are being held under a Book-Entry System by DTC, or a successor Depository, the Bonds to be redeemed shall be determined by DTC, or such successor Depository, by lot or such other manner as DTC, or such successor Depository, shall determine; or

(ii) if the Bonds are not being held under a Book-Entry System by DTC, or a successor Depository, the Bonds within the maturity to be redeemed shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall determine.

At the option of the bidders, certain consecutive serial maturities of the Bonds may be designated as one or more Term Bonds, each Term Bond bearing a single interest rate. If a successful bidder designates certain consecutive serial maturities to be combined into one or more Term Bonds, each Term Bond shall be subject to mandatory sinking fund redemption by the County at a redemption price equal to 100% of the principal amount of each such serial maturity, together with accrued interest to the date fixed for redemption. The mandatory sinking fund redemption shall be made on the date on which each designated serial maturity included as part of a Term Bond is payable in accordance with the proposal of the successful bidder for the Bonds and in the amount of the maturing principal installment for the Bonds listed above for such principal payment date. Term Bonds to be redeemed within a single maturity shall be selected in the manner provided above for optional redemption of Bonds within a single maturity.

Authority, Security and Purpose

The Bonds shall be payable from unlimited ad valorem taxes to be levied on all taxable property within the County. For the prompt payment of principal of and interest on the Bonds, the full faith and credit of the County are irrevocably pledged.

The Bonds are being issued to provide funds to (a) finance, in whole or in part, the (i) acquisition of land for and the acquisition, design, site development, construction, maintenance, repair, renovation, equipping and/or improvement of schools and school facilities; (ii) acquisition of all property, real and personal related to such projects; (iii) payment of legal, fiscal, administrative, architectural and engineering costs incident to any or all of the foregoing; and (iv) reimbursement to the appropriate fund of the County for prior expenditures for the foregoing costs, if applicable; and (b) pay costs incident to the issuance and sale of the Bonds.

The Bonds are being issued pursuant to Sections 9-21-101, *et seq.*, Tennessee Code Annotated, as amended, and a resolution duly adopted by the Board of County Commissioners of the County on June 27, 2022.

Revised Maturity Schedule

The aggregate principal amount (the "Preliminary Aggregate Principal Amount") and the annual principal amounts (the "Preliminary Annual Principal Amounts" and collectively with the Preliminary Aggregate Principal Amount, the "Preliminary Amounts") of the Bonds set forth in this Detailed Notice of Sale may be revised before the viewing of bids for the purchase of the Bonds. Any such revisions (the "Revised Aggregate Principal Amount", the "Revised Annual Principal Amounts" and the "Revised Amounts") WILL BE GIVEN BY NOTIFICATION PUBLISHED ON TM3 (www.I-dealProspectus.com) NOT LATER THAN 4:00 P.M., CENTRAL DAYLIGHT TIME ON THE DAY PRECEDING THE RECEIPT OF BIDS. In the event that no such revisions are made, the Preliminary Amounts will constitute the Revised Amounts and will remain as stated in this Detailed Notice of Sale. BIDDERS SHALL SUBMIT BIDS BASED ON THE REVISED AMOUNTS, IF ANY. Prospective bidders may request notification by facsimile transmission of any revisions in the Preliminary Amounts by so advising and faxing their telecopier number(s) to (931) 796-0779 Guardian Advisors, LLC, Municipal Advisor to the County, by 12:00 Noon, Central Standard Time, at least one day prior to the date for receipt of the bids.

Changes to Aggregate Principal Amount and to Maturity Schedule

The County reserves the right to change the Revised Aggregate Principal Amount and the Revised Annual Principal Amounts of the Bonds after determination of the winning bidder, by increasing or decreasing the principal amount of each maturity to the extent necessary to provide for approximately level debt service for the Bonds. Such changes, if any, will determine the final annual principal amounts (the "Final Annual Principal Amounts") and the final aggregate principal amount (the "Final Aggregate Principal Amount"), provided that the aggregate principal amount of the Bonds may not be decreased by more than 10% and does not exceed $3,000,000. The dollar amount bid by the successful bidder will be adjusted to reflect any adjustments in the Final Aggregate Principal Amount of the Bonds. The interest rates specified by the successful bidder for the various maturities at the initial reoffering prices will not change. THE SUCCESSFUL BIDDER MAY NOT WITHDRAW ITS BID OR CHANGE THE INTEREST RATES BID OR THE INITIAL REOFFERING PRICES AS A RESULT OF ANY CHANGES MADE TO THE PRINCIPAL AMOUNTS WITHIN THESE LIMITS. The County anticipates that the Final Annual Principal Amounts and the Final Aggregate Principal Amount for the Bonds will be communicated to the successful bidder prior to the award of the Bonds. THE DOLLAR AMOUNT BID BY THE SUCCESSFUL BIDDER FOR THE PURCHASE OF THE BONDS WILL BE ADJUSTED TO REFLECT ANY CHANGE IN THE ANNUAL PRINCIPAL AMOUNTS BASED UPON THE

ASSUMPTION THAT THE COUPON RATE, REOFFERING PRICE, AND THE UNDERWRITER'S DISCOUNT (EXCLUDING ORIGINAL ISSUE DISCOUNT/PREMIUM) STATED AS A PERCENTAGE OF THE AGGREGATE PRINCIPAL AMOUNT, AS SPECIFIED BY THE SUCCESSFUL BIDDER WILL NOT CHANGE.

Bids, Award and Good Faith Deposit

Written bids must be submitted on the Official Bid Form, included in the Preliminary Official Statement or a reasonable facsimile thereof, either enclosed in a sealed envelope marked "Bid for Bonds" and addressed and delivered to the Decatur County Mayor, c/o Guardian Advisors, LLC, 740 Cane Creek Road, Hohenwald, Tennessee 38462, emailed to Guardian Advisors, LLC at guardianadvisorsllc@gmail.com or faxed to Guardian Advisors, LLC at (931) 796-0779. The bidder's name must be clearly marked on the submission. Electronic bids must be submitted to PARITY® via the BiDCOMP Competitive Bidding System. An electronic bid made through the facilities of BiDCOMP/PARITY® shall be deemed an offer to purchase in response to the Notice of Sale and shall be binding upon the bidder as if made by a signed written bid made to the County. To the extent any instructions or directions set forth in BiDCOMP/PARITY® conflict with the terms of the Detailed Notice of Sale, the Detailed Notice of Sale shall prevail. The County shall not be responsible for any malfunction or mistake made by or as a result of the use of electronic bidding facilities. The use of such facilities is at the sole risk of the bidders. Subscription to I-Deal's BiDCOMP/PARITY® Competitive Bidding System by a bidder is required in order to submit an electronic bid. The County will not confirm any subscription or be responsible for the failure of any prospective bidder to subscribe. Both written bids and electronic bids must be unconditional and received by the County Mayor and/or BiDCOMP/PARITY®, respectively, before the time stated above. The County is not liable for any costs incurred in the preparation, delivery, acceptance or rejection of any bid, including, without limitation, the providing of a bid security deposit.

Bids for the Bonds must be for all and not less than all of the Bonds. Bidders must bid not less than ninety-eight and three-quarters percent (98.75%) of par or more than one hundred six percent (106.0%) of par, and name the interest rate or rates the Bonds are to bear in multiples of one-eighth (1/8th) or one-twentieth (1/20th) of one percent (1%), but no rate specified for the Bonds shall be in excess of five percent (5.00%) per annum. There is no limitation on the number of rates of interest which may be specified for the Bonds, but one rate of interest shall apply to all the Bonds of a maturity. Bidders may designate two or more consecutive serial maturities as one or more Term Bond maturities equal in aggregate principal amount to, and with mandatory redemption requirements corresponding to, such designated serial maturities.

The Bonds will be awarded to the bidder whose bid results in the lowest true interest cost for the Bonds, unless no award is made. The lowest true interest cost on the Bonds will be calculated as that rate which when used in computing the present worth of all payments of principal and interest on the Bonds (compounded semi-annually from the dated date of the Bonds) produces a yield equal to the purchase price of the Bonds exclusive of accrued interest. For the purpose of calculating the true interest cost, the principal amount of Term Bonds, if any, scheduled for mandatory sinking fund redemption as part of a Term Bond shall be treated as a serial maturity in each year. Each bidder is required to specify its calculation of the true interest cost resulting from its bid, but such information shall not be treated as part of its proposal. In the event that two or more of the bidders offer to purchase the Bonds at the same lowest true interest cost, the County Mayor shall determine, in his sole discretion, which of the bidders shall be awarded the Bonds.

The right to waive any irregularity or informality in any bid, and to reject any or all bids, is reserved by the County. Notice of rejection of any bid will be made promptly. Award of the Bonds will be made by the County Mayor on May 7, 2024, unless all bids are rejected.

A good faith check is not required to accompany a bid. However, the successful bidder for the Bonds will be required to forward an amount equal to **two percent (2%) of the par amount of the Bonds** either by overnight delivery in the form of a certified check or bank cashier's or treasurer's check or by wire transfer for arrival no later than the day following the sale date. Instructions for wire transfers will be given to the successful bidder. Such good faith deposit shall be held as a guarantee of good faith, to be forfeited to said County by said successful bidder as liquidated damages should he or it fail to take up and pay for the Bonds when ready. The good faith deposit of the bidder whose proposal is accepted will be held unused until the delivery of the Bonds or forfeiture. No interest will be paid upon any good faith deposit. In the event of the failure of the County to deliver said Bonds to the purchaser in accordance with the terms of this notice within thirty (30) days after the date of sale, said good faith deposit will, at the option of the purchaser, be promptly returned to the purchaser.

Establishment of Issue Price

General. The winning bidder shall assist the County in establishing the issue price of the Bonds as more fully described herein. All actions to be taken by the County under this Notice of Sale to establish the issue price of the Bonds may be taken on behalf of the County by the County's Municipal Advisor identified herein and any notice or report to be provided to the County may be provided to the County's Municipal Advisor.

Anticipated Compliance with Competitive Sale Requirements. The County anticipates that the provisions of Treasury Regulation Section 1.148-1(f)(3)(i) (defining "competitive sale" for purposes of establishing the issue price of the Bonds) will apply to the initial sale of the Bonds (the "competitive sale requirements") because:

- the County shall disseminate this Notice of Sale to potential underwriters in a manner that is reasonably designed to reach potential underwriters;
- all bidders shall have an equal opportunity to bid;
- the County expects to receive bids from at least three underwriters of municipal bonds who have established industry reputations for underwriting new issuances of municipal bonds; and
- the County anticipates awarding the sale of the Bonds to the bidder who submits a firm offer to purchase the Bonds at the highest price (or lowest interest cost), as set forth in this Notice of Sale.

Any bid submitted pursuant to this Notice of Sale shall be considered a firm offer for the purchase of the Bonds, as specified in the bid.

Intention to Apply the Hold-the-Offering-Price Rule if Competitive Sale Requirements are Not Met. In the event that the competitive sale requirements are not satisfied with respect to the Bonds, the County intends to treat the initial offering prices of the Bonds to the public as the issue price of such Bonds (the "hold-the-offering-price rule"), in each case applied on a maturity-by-maturity basis (and if different interest rates apply within a maturity, to each separate CUSIP number within that maturity).

Application of the Hold-the-Offering-Price Rule. If the competitive sale requirements are not satisfied, then the successful bidder shall, on behalf of the underwriters participating in the purchase of the Bonds (i) confirm that the underwriters have offered or will offer each maturity of the Bonds to the public on or before the date of award at the offering price or prices (the "initial offering price"), or at the corresponding yield or yields, set forth in the bid submitted by the winning bidder and (ii) agree, on behalf of the underwriters participating in the purchase of the Bonds, that the underwriters will neither offer nor sell unsold Bonds of any maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

- the close of the fifth (5th) business day after the sale date; or
- the date on which the underwriters have sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

The winning bidder shall promptly advise the County when the underwriters have sold 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public, if that occurs prior to the close of the fifth (5th) business day after the sale date.

The County acknowledges that, in making the representations set forth above, the successful bidder will rely on (i) the agreement of each underwriter to comply with the requirements for establishing the issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable, as set forth in an agreement among underwriters and the related pricing wires, (ii) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing the issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable, as set forth in a selling group agreement and the related pricing wires, and (iii) in the event that an underwriter or dealer who is a member of the selling group is a party to a third-party distribution agreement that was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing the issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable, as set forth in the third-party distribution agreement and the related pricing wires. The County further acknowledges that each underwriter shall be solely liable for its failure to comply with its agreement regarding the requirements for establishing the issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable, and that no underwriter shall be liable for the failure of any other underwriter, or of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement to comply with its corresponding agreement to comply with the requirements for establishing the issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds.

By submitting a bid, each bidder confirms that:

(i) any agreement among underwriters, any selling group agreement and each third-party distribution agreement (to which the bidder is a party) relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such third-party distribution agreement, as applicable, to:

(A) (1) report the prices at which it sells to the public any unsold Bonds of each maturity allocated to it to which the hold-the-offering-price rule applies until the close of the fifth (5^{th}) business day after the sale date; and (2) comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the successful bidder and as set forth in the related pricing wires;

(B) promptly notify the successful bidder of any sales of the Bonds that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Bonds to the public; and

(C) acknowledge that, unless otherwise advised by the underwriter, dealer or broker-dealer, the successful bidder shall assume that each order submitted by the underwriter, dealer or broker-dealer is a sale to the public.

(ii) any agreement among underwriters or selling group agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter or dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Bonds to the public to require each broker-dealer that is a party to such third-party distribution agreement to (A) report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it to which the hold-the-offering-price rule applies until the close of the fifth (5^{th}) business day after the sale date and (B) comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the successful bidder or the underwriter and as set forth in the related pricing wires.

Definitions. Sales of any Bonds to any person that is a related party to an underwriter shall not constitute sales to the public for purposes of this Notice of Sale. Further, for purposes of this Notice of Sale:

- "public" means any person other than an underwriter or a related party,

- "underwriter" means (A) any person that agrees pursuant to a written contract with the County (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the public),
- a purchaser of any of the Bonds is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and
- "sale date" means the date that the Bonds are awarded by the County to the winning bidder.

Issue Price Certificate. The winning bidder will be required to provide the County, at closing, with an issue price certificate consistent with the foregoing, together with any supporting documentation such as pricing wires or equivalent communications. A form of the issue price certificate is attached to this Detailed Notice of Sale as Exhibit A. In the event the winning bidder will not reoffer any maturity of the Bonds for sale to the Public (as defined herein) by the delivery date of the Bonds, the issue price certificate may be modified in a manner approved by the County.

Provision of Information for the Official Statement

The successful bidders must furnish the following information to the County to complete the *Official Statement* in final form within 2 hours after receipt and award of the bids for the Bonds:

1. The initial offering prices or yields for the Bonds (expressed as a price or yield per maturity, exclusive of any accrued interest, if applicable);
2. Selling compensation (aggregate total anticipated compensation to the underwriters expressed in dollars, based on the expectation that all the Bonds are sold at the prices or yields as provided above);
3. The identity of the underwriters if the successful bidders are part of a group or syndicate; and
4. Any other material information necessary to complete the Official Statement in final form but not known to the County.

Continuing Disclosure Agreement

The County will, at the time the Bonds are delivered, execute a Continuing Disclosure Agreement in which it will covenant for the benefit of holders and beneficial owners of the Bonds to provide certain financial information and operating data relating to the County not later than twelve (12) months after each of the County's fiscal years (the "Annual Report"), and to provide notice of the occurrence of certain enumerated events. The Annual Report (and audited financial statements, if filed separately) will be filed with the Municipal Securities Rulemaking Board at emma.msrb.org and any State Information Depository established in the State of Tennessee. The specific nature of the information to be contained in the Annual Report or the notices of events will be summarized in the County's Official Statement to be prepared and distributed in connection with the sale of the Bonds.

Closing Certificates

Upon delivery of the Bonds, the County will execute in a form satisfactory to Bond Counsel, certain closing certificates including the following: (i) a certificate as to the Official Statement, in final form (as described herein), signed by the County Mayor and the County Clerk acting in their official capacities to the effect that to the best of their knowledge and belief, and after reasonable investigation, (a) neither the Official Statement, in final form, nor any amendment or supplement thereto, contains any untrue statements of material fact or omits to state any material fact necessary to make statements therein, in light of the circumstances in which they are made, misleading, (b) since the date of the Official Statement, in final form, no event has occurred which should have been set forth in such amendment or supplement, (c) there has been no material adverse change in the operation or the affairs of the County since the date of the Official Statement, in final form, and having attached thereto a copy of the Official Statement, in final form, and (d) there is no litigation of any nature pending or threatened seeking to restrain the issuance, sale, execution and delivery of the Bonds, or contesting the validity of the Bonds or any proceeding taken pursuant to which the Bonds were authorized; (ii) a non-arbitrage certificate which supports the conclusions that based upon facts, estimates and circumstances in effect, upon delivery of the Bonds, the proceeds of the Bonds will not be based in a manner which would cause the Bonds to be arbitrage bonds; (iii) certificates as to the delivery and payment, signed by the County Mayor and/or County Clerk acting in their official capacities, evidencing delivery and payment for the Bonds; and (iv) a signature identification and incumbency certificate, signed by the County Mayor and County Clerk acting in their official capacities certifying as to the due execution of the Bonds. If the successful bidder does not intend to reoffer the Bonds and no Official Statement is prepared, the County shall not be required to deliver any certificates upon delivery of the Bonds relating to an Official Statement.

Bond Counsel Opinion

The approving opinion of Bass, Berry & Sims PLC, Nashville, Tennessee, Bond Counsel (which will be delivered with the Bonds, together with the transcripts), will be furnished to the purchaser of the Bonds at the expense of the County. As set forth in the Official Statement and subject to the limitations set forth therein, bond counsel's opinion will include an opinion that interest on the Bonds will be excluded from gross income for federal income tax purposes pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the “Code”), and is not treated as an item of tax preference in calculating the alternative minimum tax imposed on individuals under the Code; however, such interest is taken into account in determining the annual adjusted financial statement income of applicable corporations (as defined in Section 59(k) of the Code) for the purpose of computing the alternative minimum tax imposed on corporations. Owners of the Bonds, however, may be subject to certain additional taxes or tax consequences arising with respect to ownership of the Bonds. For a discussion thereof, reference is made to the Official Statement and the form of bond counsel opinion contained in the Official Statement.

Bank Qualification

The Bonds have been designated by the County as "qualified tax-exempt obligations" pursuant to Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

Delivery, Payment and CUSIPs

The Bonds are expected to be ready for delivery within thirty (30) days after the sale of the Bonds, in book-entry only form. At least seven (7) days' notice of delivery will be given the successful bidder. Delivery will be made through The Depository Trust Company, New York, New York at the expense of the purchaser(s). Payment for the Bonds must be made in federal funds or other immediately available funds. As provided herein, the Bonds shall not be required to be issued in book-entry form if purchased by a bidder who does not intend to reoffer the Bonds.

Unless the successful bidder does not intend to reoffer the Bonds, the Municipal Advisor will request the assignment of CUSIP numbers prior to the sale of the Bonds. All expenses in relation to the printing of CUSIP numbers on the Bonds will be paid for by the County; provided, however, that the CUSIP Service Bureau charges for the assignment of said numbers will be the responsibility of and will be paid for by the successful bidder. Although CUSIP numbers will be printed on the Bonds (except where the Bonds will not be reoffered, in which case, CUSIP numbers are not required), the County will assume no obligation for assignment or insertion of such numbers on the Bonds or the correctness of such numbers, and neither failure to print or type any such numbers on any Bond nor any error with respect thereto shall constitute cause for a failure or refusal by the purchaser(s) thereof to accept delivery of and make payment for the Bonds.

Preliminary and Final Official Statements

The successful bidder will be provided with copies of the final Official Statement by the County sufficient in quantity to enable the successful bidder to comply with SEC Rule 15c2-12 and the rules of the Municipal Securities Rulemaking Board. Final Official Statements will be provided to the successful bidder not later than seven (7) business days after the sale, or if the County or its Municipal Advisor is notified that any confirmation requesting payment from any customer will be sent before the expiration of such period and specifying the date such confirmation will be sent, the Final Official Statements will be provided in sufficient time to accompany such confirmation. Copies of the Preliminary Official Statement may be obtained at the office of the County Mayor, P.O. Box 488, 67 S. East Street, Decaturville, Tennessee 38329, or from the County's Municipal Advisor, Guardian Advisors, LLC, 740 Cane Creek Road, Hohenwald, Tennessee 38462 (931-796-0777/866-823-2500), Attention: Stephen L. Bates. If the successful bidder does not intend to reoffer the Bonds, no Final Official Statement is required to be prepared and, in such case, the successful bidder shall execute and deliver an investment certificate to the County, in a form satisfactory to Bond Counsel, upon delivery of the Bonds.

Mike Creasy, County Mayor

EXHIBIT A

DECATUR COUNTY, TENNESSEE

$__________ GENERAL OBLIGATION SCHOOL BONDS, SERIES 2024

ISSUE PRICE CERTIFICATE

The undersigned, on behalf of [NAME OF UNDERWRITER] ("______"), hereby certifies as set forth below with respect to the sale of the above-captioned obligation (the "Bonds").

[Assuming the Qualified Competitive Sale Requirements Are Satisfied]

1. ***Reasonably Expected Initial Offering Price***.

(a) As of the Sale Date, the reasonably expected initial offering prices of the Bonds to the Public by ______ are the prices listed below (the "Expected Offering Prices"). The Expected Offering Prices are the prices for the Maturities of the Bonds used by _____ in formulating its bid to purchase the Bonds. Attached as Schedule A is a true and correct copy of the bid provided by _____ to purchase the Bonds.

(b) ______ was not given the opportunity to review other bids prior to submitting its bid.

(c) The bid submitted by ______ constituted a firm offer to purchase the Bonds.

[Assuming the Qualified Competitive Sale Requirements Are Not Satisfied and the Hold-the-Offering-Price Rule Applies]

1. ***Initial Offering Price***.

(a) ________ offered each Maturity of the Bonds to the Public for purchase at the respective initial offering prices listed in its bid attached hereto as Schedule A (the "Initial Offering Prices") on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this Certificate as Schedule B.

(b) As set forth in the Detailed Notice of Sale for the Bonds, ______ has agreed in writing that, for each maturity of the Bonds, it would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such maturity during the Holding Period (as defined below) for such Maturity, nor would it permit a related party to do so. Pursuant to such agreement, _________ has neither offered nor sold any Maturity of the Bonds at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period. As used in this paragraph, the term "Holding Period" means the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date, or (ii) the date on which at least 10% of such Maturity has been sold to the Public at a price that is no higher than the Initial Offering Price for such Maturity.

[End]

2. ***Defined Terms***.

(a) *County* or *Issuer* means Decatur County, Tennessee.

(b) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate Maturities.

(c) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this Certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(d) *Sale Date* means the first day on which there is a binding contract in writing for the sale or exchange the Bonds. The Sale Date of the Bonds is May 7, 2024.

(e) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents _______'s interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Bass, Berry & Sims PLC in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

Dated: [Issue Date]

[NAME OF PURCHASER, as Underwriter]

By:____________________________________

Name:__________________________________

Title: __________________________________

[SCHEDULE A]

[SCHEDULE B]

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OFFICIAL BID FORM

The Honorable Mike Creasy **May 7, 2024**
Decatur County Mayor
P.O. Box 488
67 S. East Street
Decaturville, Tennessee 38329

Dear Mr. Creasy:

For your legally issued, properly executed Decatur County, Tennessee (the "County") $___________ General Obligation School Bonds, Series 2024 (the "Bonds") and in all respects to be as more fully outlined in your Detailed Notice of Sale, which by reference is made a part hereof, we will pay you a sum of $____________________________.

The Bonds will be dated the date of delivery, will mature on May 1 as shown below, and shall bear interest at the following rates:

Year	Principal Amount	Coupon Rate	Year	Principal Amount	Coupon Rate
2025	$ 95,000	______%	2035	150,000	______
2026	100,000	______	2036	155,000	______
2027	100,000	______	2037	165,000	______
2028	110,000	______	2038	170,000	______
2029	115,000	______	2039	175,000	______
2030	120,000	______	2040	185,000	______%
2031	125,000	______	2041	195,000	______
2032	130,000	______	2042	200,000	______
2033	135,000	______	2043	210,000	______
2034	145,000	______	2044	220,000	______

We have the option to designate two or more consecutive serial maturities as Term Bonds as indicated below (if more than three Term Bonds, please indicate):

Term Bond 1: from May 1, ____ to May 1, ____ @ ____%
Term Bond 2: from May 1, ____ to May 1, ____ @ ____%
Term Bond 3: from May 1, ____ to May 1, ____ @ ____%

This bid is made with the understanding that the County will furnish without cost to us the unqualified approving legal opinion of Bass, Berry & Sims PLC, Nashville, Tennessee, Bond Counsel to the County, and the executed Bonds. Delivery of the book-entry-only Bonds will be made through The Depository Trust Company, New York, New York, at the County's expense, elsewhere at our expense. It is understood that the Bonds shall not be required to be issued in book-entry form if we do not intend to reoffer the Bonds.

It is understood that if we are the successful bidder for the Bonds, we shall be required to send a good faith deposit in the amount of **two percent (2%) of the par amount of the Bonds** in order to secure the faithful performance of the terms of this bid in accordance with the Detailed Notice of Sale.

Respectfully submitted,

Firm Name:____

Signature:____

Title:____

Phone:____

(For informational purposes only):

Total Interest Cost from May 21, 2024 to final maturity: $____________________
Less: Premium Bid: $______________________________________
Add: Discount Bid: $______________________________________
Net Interest Cost: $______________________________________
True Interest Rate: $ _____________________________________

Accepted this 7th day of May, 2024

____
Mike Creasy, County Mayor

Attest:

____
Melinda Broadway, County Clerk

DECATUR COUNTY, TENNESSEE

The Honorable Mike Creasy, County Mayor

Board of County Commissioners

Ronald Wyatt	Randy Kennedy	Jerry Jones
Danny Eason	Penny Lindsey	Tad Ward
Clayton Armstrong	Cassi Keeton	Donald Gregory
Bryan Smith	David Boroughs	Grant Crowell
Marty McFall	Billy Wayne Goodman	Clint Brasher
Gaylon Clifft	Mike Box	Wesley Long

County Officials

Melinda Broadway, County Clerk
Beth Hays, County Trustee
Steve Glass, Assessor of Property
Chris Villaflor, Director of Schools

Counsel to the County

Rainey, Kizer, Reviere & Bell PLC
Jackson, Tennessee

Municipal Advisor

Guardian Advisors, LLC
Hohenwald, Tennessee

Bond Counsel

Bass, Berry & Sims PLC
Nashville, Tennessee

Registration and Paying Agent

U.S. Bank Trust Company, National Association
Nashville, Tennessee

Underwriter

____
____

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SUMMARY STATEMENT

This Summary is expressly qualified by the entire Official Statement which should be viewed in its entirety by potential investors.

ISSUER	Decatur County, Tennessee (the "County").
ISSUE	$3,000,000* General Obligation School Bonds, Series 2024 (the "Bonds"), dated May 21, 2024*, maturing May 1, 2025 through May 1, 2044, inclusive*, with interest payable each May 1 and November 1, commencing November 1, 2024.
PURPOSE	Providing funds to (a) finance, in whole or in part, the (i) acquisition of land for and the acquisition, design, site development, construction, maintenance, repair, renovation, equipping and/or improvement of schools and school facilities; (ii) acquisition of all property, real and personal related to such projects; (iii) payment of legal, fiscal, administrative, architectural and engineering costs incident to any or all of the foregoing; and (iv) reimbursement to the appropriate fund of the County for prior expenditures for the foregoing costs, if applicable; and (b) pay costs incident to the issuance and sale of the Bonds.
OPTIONAL REDEMPTION	Bonds maturing May 1, 2035 and thereafter are subject to redemption prior to maturity at the option of the County on and after May 1, 2034 at the price of par plus interest accrued to the redemption date.
SECURITY..	Unlimited ad valorem taxes to be levied on all taxable property within the County. The full faith and credit of the County are irrevocably pledged to the prompt payment of principal of and interest on the Bonds.
RATING	The Bonds have been assigned a rating of "A1" by Moody's Investors Service ("Moody's"), based on documents and other information provided by the County. The rating reflects only the view of Moody's, and neither the County nor the Municipal Advisor makes any representation as to the appropriateness of such rating. There is no assurance that such rating will continue for any given period of time or that it will not be lowered or withdrawn entirely by Moody's if in its judgment circumstances so warrant. Any such downward change in or withdrawal of the rating may have an adverse effect on the secondary market price of the Bonds. Any explanation of the significance of the rating may be obtained from Moody's.
TAX MATTERS	Bass, Berry & Sims PLC will provide an unqualified opinion as to the tax exemption of the Bonds discussed under "TAX MATTERS" herein.
BANK QUALIFICATION	The Bonds will be "qualified tax-exempt obligations" pursuant to Section 265(b) of the Internal Revenue Code of 1986, as amended.
REGISTRATION AND PAYING AGENT......	U.S. Bank Trust Company, National Association, Nashville, Tennessee
MUNICIPAL ADVISOR................................	Guardian Advisors, LLC, Hohenwald, Tennessee

* Preliminary, subject to change.

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OFFICIAL STATEMENT

DECATUR COUNTY, TENNESSEE

$3,000,000* GENERAL OBLIGATION SCHOOL BONDS, SERIES 2024 (BANK QUALIFIED)

The purpose of this Official Statement, including the appendices attached hereto, is to set forth certain information concerning Decatur County, a political subdivision of the State of Tennessee (the "County"), and its $3,000,000* General Obligation School Bonds, Series 2024 (the "Bonds"). The Bonds are being issued pursuant to the authority of Sections 9-21-101, et seq. Tennessee Code Annotated (the "Act") and a resolution of the Board of County Commissioners of the County, adopted on June 27, 2022, authorizing general obligation bonds in a maximum principal amount of $6,500,000 for the Projects herein described (the "Resolution").

The proceeds from the sale of the Bonds will be used for the purpose of providing funds to (a) finance, in whole or in part, the (i) acquisition of land for and the acquisition, design, site development, construction, maintenance, repair, renovation, equipping and/or improvement of schools and school facilities; (ii) acquisition of all property, real and personal related to such projects; (iii) payment of legal, fiscal, administrative, architectural and engineering costs incident to any or all of the foregoing (collectively, the "Projects"); and (iv) reimbursement to the appropriate fund of the County for prior expenditures for the foregoing costs, if applicable; and (b) pay costs incident to the issuance and sale of the Bonds. For a more complete description of the use of Bond proceeds, see the sections entitled "THE BONDS" – Disposition of Bond Proceeds" and "THE BONDS" – Plan of Finance" contained herein.

Included in this Official Statement are descriptions of the Bonds, the Resolution and the County. All references to the Resolution are qualified in their entirety by references to the document itself. All capitalized terms used herein and not otherwise defined have the meanings set forth in the Resolution. Copies of the Resolution and any other documents described in this Official Statement may be obtained from the office of the County Mayor.

THE BONDS

Description

The Bonds, dated as of May 21, 2024*, will be issued as fully registered book-entry Bonds, without coupons, in denominations of $5,000 or any integral multiple thereof. The Bonds will mature on the dates and in the amounts set forth on the cover page and bear interest at the rates per annum set forth on the cover page calculated on the basis of a 360-day year, consisting of twelve 30-day months. Interest on the Bonds will be payable semiannually on May 1 and November 1 of each year (herein an "Interest Payment Date"), commencing November 1, 2024.

The Bonds will be initially registered only in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), which will act as securities depository for the Bonds. U.S. Bank Trust Company, National Association, Nashville, Tennessee (the "Registration Agent"), will make all interest payments with respect to the Bonds on each Interest Payment Date directly to the registered owners as shown on the Bond registration records maintained by the Registration Agent as of the close of business on the fifteenth day of the month next preceding the Interest Payment Date (the "Regular Record Date") by check or draft mailed to such owners at their addresses shown on said registration records, without, except for final payment, the presentation or surrender of such registered Bonds, and all such payments shall discharge the obligations of the County in respect of such Bonds to the extent of the payments so made. Payment of principal of the Bonds shall be made upon presentation and surrender of such Bonds to the Registration Agent as the same shall become due and payable. In the event the Bonds are no longer registered in the name of DTC or its successor or assigns, if requested by the Owner of at least

* Preliminary, subject to change.

$1,000,000 in aggregate principal amount of the Bonds, payment of interest on such Bonds shall be paid by wire transfer to a bank within the continental United States or deposited to a designated account if such account is maintained with the Registration Agent and written notice of any such election and designated account is given to the Registration Agent prior to the record date.

Any interest on any Bond which is payable but is not punctually paid or duly provided for on any interest payment date (hereinafter "Defaulted Interest") shall forthwith cease to be payable to the registered owner on the relevant Regular Record Date; and, in lieu thereof, such Defaulted Interest shall be paid by the County to the persons in whose names the Bonds are registered at the close of business on a date (the "Special Record Date") for the payment of such Defaulted Interest, which shall be fixed in the following manner: The County shall notify the Registration Agent in writing of the amount of Defaulted Interest proposed to be paid on each Bond and the date of the proposed payment, and at the same time the County shall deposit with the Registration Agent an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Registration Agent for such deposit prior to the date of the proposed payment, such money when deposited to be held in trust for the benefit of the persons entitled to such Defaulted Interest. Thereupon, not less than ten (10) days after the receipt by the Registration Agent of the notice of the proposed payment, the Registration Agent shall fix a Special Record Date for the payment of such Defaulted Interest which date shall not be more than fifteen (15) nor less than ten (10) days prior to the date of the proposed payment to the registered owners. The Registration Agent shall promptly notify the County of such Special Record Date and, in the name and at the expense of the County, not less than ten (10) days prior to such Special Record Date, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, first class postage prepaid, to each registered owner at the address thereof as it appears in the Bond registration records maintained by the Registration Agent as of the date of such notice. Nothing contained in the Resolution or in the Bonds shall impair any statutory or other rights in law or in equity of any registered owner arising as a result of the failure of the County to punctually pay or duly provide for the payment of principal of and interest on the Bonds when due.

Optional Redemption

The Bonds maturing May 1, 2025 through May 1, 2034 shall mature without option of prior redemption. The Bonds maturing May 1, 2035 and thereafter shall be subject to redemption prior to maturity at the option of the County on May 1, 2034 and thereafter as a whole or in part at any time at the redemption price of par, plus interest accrued to the redemption date.

If less than all the Bonds shall be called for redemption, the maturities to be redeemed shall be selected by the Board of County Commissioners of the County in its discretion. If less than all of the Bonds within a single maturity shall be called for redemption, the interest within the maturity to be redeemed shall be selected as follows:

(i) if the Bonds are being held under a Book-Entry System by DTC, or a successor Depository, the Bonds to be redeemed shall be determined by DTC, or such successor Depository, by lot or such other manner as DTC, or such successor Depository, shall determine; or

(ii) if the Bonds are not being held under a Book-Entry System by DTC, or a successor Depository, the Bonds within the maturity to be redeemed shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall determine.

Mandatory Redemption

Subject to the credit hereinafter provided, the County shall redeem Bonds maturing May 1, 20__ on the redemption dates set forth below opposite the maturity dates, in aggregate principal amounts equal to the respective dollar amounts set forth below opposite the respective redemption dates at a price of par plus accrued interest thereon to the date of redemption. DTC, or such Person as shall then be serving as the securities depository for the Bonds, shall determine the interest of each Participant in the Bonds to be redeemed using its procedures generally in use at that time. If DTC or another securities depository is no longer serving as securities depository for the Bonds, the Bonds to be redeemed within a maturity shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall select. The dates of redemption and principal amount of Bonds to be redeemed on said dates are as follows:

Final Maturity	Redemption Date	Principal Amount of Bonds Redeemed

*Final Maturity

At its option, to be exercised on or before the forty-fifth (45th) day next preceding any such redemption date, the County may (i) deliver to the Registration Agent for cancellation Bonds maturing May 1, 20__ to be redeemed, in any aggregate principal amount desired, and/or (ii) receive a credit in respect of its redemption obligation under this mandatory redemption provision for any Bonds of the maturity to be redeemed which prior to said date have been purchased or redeemed (otherwise than through the operation of this mandatory sinking fund redemption provision) and canceled by the Registration Agent and not theretofore applied as a credit against any redemption obligation under this mandatory sinking fund provision. Each Bond maturing May 1, 20__ so delivered or previously purchased or redeemed shall be credited by the Registration Agent at 100% of the principal amount thereof on the obligation of the County on such payment date and any excess shall be credited on future redemption obligations in chronological order, and the principal amount of Bonds to be redeemed by operation of this mandatory sinking fund provision shall be accordingly reduced.

Notice of Redemption

Notice of call for redemption, whether optional or mandatory, shall be given by the Registration Agent on behalf of the County not less than twenty (20) nor more than sixty (60) days prior to the date fixed for redemption by sending an appropriate notice to the registered owners of the Bonds to be redeemed by first-class mail or certified mail, postage prepaid, at the addresses shown on the Bond registration records of the Registration Agent as of the date of the notice; but neither failure to mail such notice nor any defect in any such notice so mailed shall affect the sufficiency of the proceedings for redemption of any of the Bonds for which proper notice was given. The notice may state that it is conditioned upon the deposit of moneys in an amount equal to the amount necessary to effect the redemption with the Registration Agent no later than the redemption date ("Conditional Redemption"). As long as DTC, or a successor Depository, is the registered owner of the Bonds, all redemption notices shall be mailed by the Registration Agent to DTC, or such successor Depository, as the registered owner of the Bonds, as and when above provided, and neither the County nor the Registration Agent shall be responsible for mailing notices of redemption to DTC Participants, or Beneficial Owners. Failure of DTC, or any successor Depository, to provide notice to any DTC Participant or Beneficial Owner will not affect the validity of such redemption. The Registration Agent shall mail said notices as and when directed by the County pursuant to written instructions from an authorized representative of the County (other than for a mandatory sinking fund redemption, if applicable), notices of which shall be given at least forty-five (45) days prior to the redemption date (unless a shorter notice period shall be satisfactory to the Registration Agent). From and after the redemption date, all Bonds called for redemption shall cease to bear interest if funds are available at the office of the Registration Agent for the payment thereof and if notice has been duly provided. In the case of a Conditional Redemption, the failure of the County to make funds available in part or in whole on or before the redemption date shall not constitute an event of default, and the Registration Agent shall give immediate notice to the Depository, if applicable, or the affected Bondholders that the redemption did not occur and that the Bonds called for redemption and not so paid remain outstanding.

Security and Sources of Payment

The Bonds shall be payable from unlimited ad valorem taxes to be levied on all taxable property within the County. The full faith and credit of the County are irrevocably pledged to the prompt payment of principal of and interest on the Bonds.

Book-Entry-Only System

The Depository Trust Company ("DTC"), New York, New York, will act as securities depository for the Bonds. The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee). Only one fully-registered Bond certificate will be issued in the aggregate principal amount of each maturity of the Bonds, and will be deposited with DTC.

DTC is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds securities that its participants ("Participants") deposit with DTC. DTC also facilitates the settlement among Participants of securities transactions, such as transfers and pledges, in deposited securities through electronic computerized book-entry changes in Participants' accounts, thereby eliminating the need for physical movement of securities certificates. Direct Participants include securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is owned by a number of its Direct Participants and by the New York Stock Exchange, Inc., the American Stock Exchange, Inc., and the National Association of Securities Dealers, Inc. Access to the DTC system is also available to others such as securities brokers and dealers, banks, and trust companies that clear through or maintain a custodial relationship with Direct Participants, either directly or indirectly ("Indirect Participants"). The Rules applicable to DTC and its Participants are on file with the Securities and Exchange Commission.

Purchases of Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC's records. The ownership interest of each actual purchaser of each Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase, but Beneficial Owners are expected to receive written confirmation providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interest in the Bonds are to be accomplished by entries made on the books of Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interest in the Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co. The deposit of Bonds with DTC and their registration in the name of Cede & Co. effect no change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time.

Redemption notices shall be sent to Cede & Co. If less than all of the Bonds within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. will consent or vote with respect to the Bonds. Under its usual procedures, DTC mails an Omnibus Proxy to the County as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Principal and interest payments on the Bonds will be made to DTC. DTC's practice is to credit Direct Participants' accounts on the payable date in accordance with their respective holdings shown on DTC's records unless DTC has reason to believe that it will not receive payment on the payable date. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as in the case with securities held for the accounts of customers in bearer form or registered in "street name" and will be the responsibility of such Participant and not of DTC, the Registration Agent, or the County, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal and interest to DTC is the responsibility of the County or the Registration Agent, disbursement of such payments to Direct Participants shall be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners shall be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as securities depository with respect to the Bonds at any time by giving reasonable notice to the County or the Registration Agent. Under such circumstances, in the event that a successor securities depository is not obtained, Bond certificates are required to be printed and delivered.

The County may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). In that event, Bond certificates will be printed and delivered.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the County believes to be reliable, but the County takes no responsibility for the accuracy thereof.

THE COUNTY AND THE REGISTRATION AGENT HAVE NO RESPONSIBILITY OR OBLIGATION TO PARTICIPANTS, OR TO ANY BENEFICIAL OWNER WITH RESPECT TO (I) THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC OR ANY PARTICIPANT; (II) THE PAYMENT BY DTC OR ANY PARTICIPANT OF ANY AMOUNT WITH RESPECT TO THE PRINCIPAL OF OR INTEREST ON THE BONDS; (III) THE DELIVERY OR TIMELINESS OF DELIVERY BY ANY PARTICIPANT OR ANY NOTICE TO ANY BENEFICIAL OWNER WHICH IS REQUIRED OR PERMITTED UNDER THE TERMS OF THE RESOLUTION TO BE GIVEN TO BONDHOLDERS; OR (IV) ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC OR CEDE & CO. AS BONDHOLDER.

Disposition of Bond Proceeds

The following tables set forth the estimated sources and uses of the funds in connection with the issuance of the Bonds.

Sources:	Bond Proceeds	$____________
	Original Issue (Discount) Premium	____________
	Total	$____________
Uses:	Deposit to Construction Fund	$____________
	Underwriter's Discount	____________
	Costs of Issuance	____________
	Total	$____________

Plan of Finance

As provided herein, the Bonds are being issued, in part, to provide funds to finance the Projects. Monies used to finance the Projects will be deposited to the Construction Fund established by the Resolution and used only to finance the Projects and related costs.

Defeasance

If the County shall pay and discharge the indebtedness evidenced by any of the Bonds in any one or more of the following ways:

(a) By paying or causing to be paid, by deposit of sufficient funds as and when required with the Registration Agent, the principal of and interest on such Bonds as and when the same become due and payable;

(b) By depositing or causing to be deposited with any trust company or financial institution whose deposits are insured by the Federal Deposit Insurance Corporation or similar federal agency and which has trust powers (an "Agent"; which Agent may be the Registration Agent) in trust or escrow, on or before the date of maturity or redemption, sufficient money or Federal Obligations, as hereafter defined, the principal of and interest on which, when due and payable, will provide sufficient moneys to pay or redeem such Bonds and to pay interest thereon when due until the maturity or redemption date (provided, if such Bonds are to be redeemed prior to maturity thereof, proper notice of such redemption shall have been given or adequate provision shall have been made for the giving of such notice);

(c) By delivering such Bonds to the Registration Agent, for cancellation by it;

and if the County shall also pay or cause to be paid all other sums payable under the Resolution by the County with respect to such Bonds, or make adequate provision therefor, and by resolution of the Governing Body instruct any such Agent to pay amounts when and as required to the Registration Agent for the payment of principal of and interest on such Bonds when due, then and in that case the indebtedness evidenced by such Bonds shall be discharged and satisfied and all covenants, agreements and obligations of the County to the holders of such Bonds shall be fully discharged and satisfied and shall thereupon cease, terminate and become void.

If the County shall pay and discharge the indebtedness evidenced by any of the Bonds in the manner provided in either clause (a) or clause (b) above, then the registered owners thereof shall thereafter be entitled only to payment out of the money or Federal Obligations deposited as aforesaid.

Except as otherwise provided in the Resolution, neither Federal Obligations nor moneys deposited with the Registration Agent nor principal or interest payments on any such Federal Obligations shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal and interest on said Bonds; provided that any cash received from such principal or interest payments on such Federal Obligations deposited with the Registration Agent, (A) to the extent such cash will not be required at any time for such purpose, shall be paid over to the County as received by the Registration Agent and (B) to the extent such cash will be required for such purpose at a later date, shall, to the extent practicable, be reinvested in Federal Obligations maturing at times and in amounts sufficient to pay when due the principal and interest to become due on said Bonds on or prior to such redemption date or maturity date thereof, as the case may be, and interest earned from such reinvestments shall be paid over to the County, as received by the Registration Agent. Federal Obligations means direct obligations of, or obligations, the principal of and interest on which are guaranteed by, the United States of America, which bonds or other obligations shall not be subject to redemption prior to their maturity other than at the option of the registered owner thereof.

FUTURE BONDS

Other than financing for the Projects, the County has not authorized any additional future general obligation debt. It is not possible, however, to foresee all capital needs, and circumstances may change.

INVESTMENT CONSIDERATIONS

General

The purchase of the Bonds is subject to a number of investment considerations. The following is a discussion of certain investment considerations, which, among others, could affect the ability of the County to pay the principal of and interest and premium, if any, on the Bonds and which could also affect the marketability of, or the market price for, the Bonds. Such discussion is not, and is not intended to be, a comprehensive compilation of all possible investment considerations nor a substitute for an independent evaluation of the information presented in this Official Statement, including the Appendices attached hereto. Each prospective purchaser of any Bond should read this Official Statement, including the Appendices attached hereto, in its entirety and consult such prospective purchaser's own investment or legal advisor for a more complete explanation of the matters that should be considered when purchasing an investment such as the Bonds.

Enforceability of Remedies

The remedies available to the holders or beneficial owners of the Bonds upon any event of default under the Resolution are in many respects dependent upon judicial actions which are often subject to discretion and delay.

The enforceability of remedies or rights with respect to the Bonds may be limited by state and federal laws, rulings and decisions affecting remedies and by bankruptcy, insolvency or other laws affecting creditors' rights or remedies heretofore or hereafter enacted.

Under existing law, municipalities must obtain the consent of state governments in order to avail themselves of federal bankruptcy protection under Title 11 of the United States Code. There is currently no law in the State granting such consent. The various legal opinions to be delivered concurrently with the delivery of the Bonds will be qualified as to the enforceability of the various legal instruments by limitations imposed by bankruptcy, reorganization, insolvency, moratorium, or other similar laws affecting the rights of creditors generally or as to the availability of any particular remedy.

Secondary Market Prices

No assurance can be given that a secondary market for any of the Bonds will be available and no assurance can be given that the initial offering prices for the Bonds will continue for any period of time.

The Bonds may not constitute a liquid investment, and there is no assurance that a liquid secondary market will exist for the Bonds in the event a holder or beneficial owner thereof determines to solicit purchasers of the Bonds. Even if a liquid secondary market exists, there can be no assurance as to the price for which the Bonds may be sold. Such price may be lower than that paid by the current holder or beneficial owner of the Bonds, depending on existing market conditions and other factors.

Adverse Weather Events

Numerous scientific studies have detailed changing global weather patterns and the potential for increasing extreme weather events across the world. The County's location in the southern United States near various waterways increases its vulnerability to flooding and extreme heat. In addition to flooding and extreme heat, the County faces other threats due to changing weather patterns, including possible drought conditions that could become more severe and frequent. The County cannot predict the timing, extent or severity of any adverse weather events and their impact on the County's operations and finances.

Cyber Security

The County utilizes various computer systems and network technology to perform many of its vital operations. Such operations often include the storage and transmission of sensitive information. As a result, the County may be the target of cyberattacks attempting to gain access to such information. In addition to intentional attacks, information breaches may occur due to unintentional employee error. A successful cyberattack or unintentional breach may require the expenditure of an unknown amount of money or time to resolve, substantially interrupt County services and operations and subject the County to legal action. The County has no knowledge of, nor historical record of, any successful cyber security breach or related attack. Attempted cyber security attacks against organizations or entities similar to the County, however, are increasingly common. In January 2024, the Federal Bureau of Investigation issued a specific warning that international hackers are working to attack governmental infrastructure in the United States. To mitigate against such risks, the County has instituted various policies and procedures to protect its network infrastructure, including a cyber-security training requirement for certain departments, as well as general cyber security training and awareness for all employees. The County also maintains insurance against cyber security incidents. Despite the County's measures to safeguard its network infrastructure, there are no guarantees that such measures will be successful.

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COVID-19 and Other Public Health Emergencies

The outbreak of COVID-19, a respiratory disease caused by a new strain of coronavirus, has affected and continues to affect the entire world, including the County. In March 2020, in response to the COVID-19 outbreak, the Governor of the State issued a state of emergency and the World Health Organization declared the COVID-19 outbreak to be a global health emergency. The spread of COVID-19 led, from time to time, to quarantine and other "social distancing" measures. These measures included: (i) the closure, from time to time, of nonessential businesses, (ii) recommendations and warnings to limit nonessential travel and promote telecommuting, (iii) the postponement or cancellation of or reduced capacity at large-scale gatherings such as conventions, concerts and sporting events, (iv) limits on operations and customer capacity at commercial and retail establishments and (v) the closure, from time to time, of school buildings and community centers. The Governor of the State lifted the state of emergency in April 2021. The World Health Organization declared an end to the global health emergency in May 2023. The County is unable to predict whether and to what extent any increases in COVID-19 cases or the emergence of any other epidemic or pandemic may disrupt the local or global economy, or whether any such disruption may adversely affect the operations or financial condition of the County.

Various types of information regarding employment, income trends, and business activity in the County are detailed in Appendix C, including historical data collected both before and during the COVID-19 pandemic. Certain data and other information collected prior to and during the COVID-19 outbreak may not reflect current conditions. For example, some of the largest employers and taxpayers in the County may have been forced to reduce their employment during the COVID-19 outbreak and may be similarly affected as a result of any future epidemic, pandemic or other public health emergency. For additional information, see Appendix C to the Official Statement.

LITIGATION

There is no litigation of any nature now pending or, to the knowledge of the County, threatened to restrain or enjoin the issuance, sale or delivery of the Bonds, or in any way contesting or affecting the validity of the Bonds or any proceedings of the County taken with respect to the issuance and sale of the Bonds, the pledge or application of any monies or security provided for the payment of the Bonds or the existence or the powers of the County insofar as they relate to the authorization, sale and issuance of the Bonds or such pledge or application of monies and security.

RATINGS

The Bonds have been assigned a rating of "A1" by Moody's Investors Service ("Moody's") based on documents and other information provided by the County. The rating reflects only the view of Moody's, and neither the County nor the Municipal Advisor makes any representation as to the appropriateness of such rating.

There is no assurance that such rating will continue for any given period of time or that it will not be lowered or withdrawn entirely by Moody's if in its judgment circumstances so warrant. Any such downward change in or withdrawal of the rating may have an adverse effect on the secondary market price of the Bonds. Any explanation of the significance of the rating may be obtained from Moody's.

APPROVAL OF LEGAL PROCEEDINGS

Legal matters incident to the authorization and issuance of the Bonds are subject to the unqualified approving opinion of Bass, Berry & Sims PLC, Bond Counsel. A copy of the opinion will be delivered with the Bonds. (See Appendix A). Certain legal matters will be passed upon for the County by Rainey, Kizer, Reviere & Bell PLC, Jackson, Tennessee, Counsel to the County.

TAX MATTERS

Federal

General. Bass, Berry & Sims PLC, Nashville, Tennessee, is Bond Counsel for the Bonds. Their opinion under existing law, relying on certain statements by the County and assuming compliance by the County with certain covenants, is that interest on the Bonds:

- is excluded from a bondholder's federal gross income under the Internal Revenue Code of 1986 (the "Code"), and
- is not treated as an item of tax preference in calculating the alternative minimum tax imposed on individuals under the Code; however, such interest is taken into account in determining the annual adjusted financial statement income of applicable corporations (as defined in Section 59(k) of the Code) for the purpose of computing the alternative minimum tax imposed on corporations.

The Code imposes requirements on the Bonds that the County must continue to meet after the Bonds are issued. These requirements generally involve the way that Bond proceeds must be invested and ultimately used. If the County does not meet these requirements, it is possible that a bondholder may have to include interest on the Bonds in its federal gross income on a retroactive basis to the date of issue. The County has covenanted to do everything necessary to meet these requirements of the Code.

A bondholder who is a particular kind of taxpayer may also have additional tax consequences from owning the Bonds. This is possible if a bondholder is:

- an S corporation,
- a United States branch of a foreign corporation,
- a financial institution,
- a property and casualty or a life insurance company,
- an individual receiving Social Security or railroad retirement benefits,
- an individual claiming the earned income credit or
- a borrower of money to purchase or carry the Bonds.

If a bondholder is in any of these categories, it should consult its tax advisor.

Bond Counsel is not responsible for updating its opinion in the future. It is possible that future events or changes in applicable law could change the tax treatment of the interest on the Bonds or affect the market price of the Bonds. See also "Changes in Federal and State Tax Law" below in this heading.

Bond Counsel expresses no opinion on the effect of any action taken or not taken in reliance upon an opinion of other counsel on the federal income tax treatment of interest on the Bonds, or under State, local or foreign tax law.

Bond Premium. If a bondholder purchases a Bond for a price that is more than the principal amount, generally the excess is "Bond premium" on that Bond. The tax accounting treatment of Bond premium is complex. It is amortized over time and as it is amortized a bondholder's tax basis in that Bond will be reduced. The holder of a Bond that is callable before its stated maturity date may be required to amortize the premium over a shorter period, resulting in a lower yield on such Bonds. A bondholder in certain circumstances may realize a taxable gain upon the sale of a Bond with Bond premium, even though the Bond is sold for an amount less than or equal to the owner's original cost. If a bondholder owns any Bonds with Bond premium, it should consult its tax advisor regarding the tax accounting treatment of Bond premium.

Original Issue Discount. A Bond will have “original issue discount” if the price paid by the original purchaser of such Bond is less than the principal amount of such Bond. Bond Counsel’s opinion is that any original issue discount on these Bonds as it accrues is excluded from a bondholder’s federal gross income under the Code. The tax accounting treatment of original issue discount is complex. It accrues on an actuarial basis and as it accrues a bondholder’s tax basis in these Bonds will be increased. If a bondholder owns one of these Bonds, it should consult its tax advisor regarding the tax treatment of original issue discount

Information Reporting and Backup Withholding. Unless the recipient is otherwise exempt, interest on the Bonds is subject to Federal information reporting requirements which can be generally satisfied upon the filing of a Form W-9, "Request for Taxpayer Identification Number and Certification." Failure to satisfy the information reporting requirements does not affect the excludability of the interest on the Bonds, but will result in a tax being withheld from the interest payment, calculated as set forth in the Code. Once the required information is provided, such amounts withheld would be allowed as a refund or credit against the Bondholder’s Federal income tax.

Qualified Tax-Exempt Obligations. Under the Code, in the case of certain financial institutions, no deduction from income under the federal tax law will be allowed for that portion of such institution's interest expense which is allocable to tax-exempt interest received on account of tax-exempt obligations acquired after August 7, 1986. The Code, however, provides that certain "qualified tax-exempt obligations", as defined in the Code, will be treated as if acquired on August 7, 1986. Based on an examination of the Code and the factual representations and covenants of the County as to the Bonds, Bond Counsel has determined that the Bonds upon issuance will be "qualified tax-exempt obligations" within the meaning of the Code.

State Taxes

Under existing law, the Bonds and the income therefrom are exempt from all present state, county and municipal taxes in Tennessee except (a) Tennessee excise taxes on interest on the Bonds during the period the Bonds are held or beneficially owned by any organization or entity, or other than a sole proprietorship or general partnership doing business in the State of Tennessee and (b) Tennessee franchise taxes by reason of the inclusion of the book value of the Bonds in the Tennessee franchise tax base of any organization or entity, other than a sole proprietorship or general partnership, doing business in the State of Tennessee.

Changes in Federal and State Tax Law

From time to time, there are Presidential proposals, proposals of various federal committees, and legislative proposals in the Congress and in the states that, if enacted, could alter or amend the federal and state tax matters referred to herein or adversely affect the marketability or market value of the Bonds or otherwise prevent holders of the Bonds from realizing, where applicable, the full benefit of the tax exemption of interest on the Bonds. Further, such proposals may impact the marketability or market value of the Bonds simply by being proposed. It cannot be predicted whether or in what form any such proposal might be enacted or whether if enacted it would apply to bonds issued prior to enactment. In addition, regulatory actions are from time to time announced or proposed and litigation is threatened or commenced which, if implemented or concluded in a particular manner, could adversely affect the market value, marketability or tax status of the Bonds. It cannot be predicted whether any such regulatory action will be implemented, how any particular litigation or judicial action will be resolved, or whether the Bonds would be impacted thereby. Purchasers of the Bonds should consult their tax advisors regarding any pending or proposed legislation, regulatory initiatives or litigation. The opinions expressed by Bond Counsel are based upon existing legislation and regulations as interpreted by relevant judicial and regulatory authorities as of the date of issuance and delivery of the Bonds, and Bond Counsel has expressed no opinion as of any date subsequent thereto or with respect to any proposed or pending legislation, regulatory initiatives or litigation.

Prospective purchasers of the Bonds should consult their own tax advisors regarding the foregoing matters.

Miscellaneous

Prospective purchasers of the Bonds should consult their own tax advisors regarding the foregoing matters.

THE UNDERWRITER

______________________ (the "Underwriter"), acting for and on behalf of itself and such other securities dealers as may be designated, will purchase the Bonds for an aggregate purchase price of $___________ (consisting of $___________ aggregate principal amount, less $___________ underwriter's discount, plus $___________ original issue premium, less $___________ original issue discount), plus accrued interest to the date of delivery.

The Underwriter may offer and sell the Bonds to certain dealers (including dealer banks and dealers depositing the Bonds into investment trusts) and others at prices different from the public offering prices stated on the cover page of this Official Statement. Such initial public offering prices may be changed from time to time by the Underwriter.

CONTINUING DISCLOSURE

The County will at the time the Bonds are delivered execute a Continuing Disclosure Agreement under which it will covenant for the benefit of holders and beneficial owners of the Bonds to provide certain financial information and operating data relating to the County and to provide notice of the occurrence of certain enumerated events. The financial information and operating data and notices of events will be filed by the County with the Municipal Securities Rulemaking Board ("MSRB") at emma.msrb.org and with any State Information Depository which may hereafter be established in Tennessee. The specific nature of the information to be contained in the Annual Report or the notices of events can be found in the form of the Continuing Disclosure Agreement attached hereto as Appendix B. These covenants have been made in order to assist the Underwriter in complying with Securities and Exchange Commission Rule 15c2-12(b), as it may be amended from time to time (the "Rule"). The County believes that it has complied in all material respects within the prior five (5) years with its previous undertakings with respect to the Rule.

MISCELLANEOUS

The references, excerpts and summaries of all documents referred to herein do not purport to be complete statements of the provisions of such documents, and reference is made to all such documents for full and complete statements of all matters of fact relating to the Bonds, the security for the payment of the Bonds, and the rights of the holders of the Bonds. Any of the estimates is subject to change without notice and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the County since the date hereof. This Official Statement is deemed near final for the purposes of the Rule and does not contain any untrue statement of a material fact which should be included in this Official Statement for the purpose for which the Official Statement is to be used, or which is necessary in order to make statements herein contained, in light of the circumstances under which they were made not misleading in any material respect.

FORWARD-LOOKING STATEMENTS

The statements contained in this Official Statement, and in any other information provided that are not purely historic, are forward-looking statements, including statements regarding the expectations, hopes, intentions, or strategies regarding the future. Readers should not place undue reliance on forward-looking statements. All forward-looking statements included in this Official Statement are based on information available on the date hereof, and assumes no obligation to update any such forward-looking statements.

The forward-looking statements herein are necessarily based on various assumptions and estimates and are inherently subject to various risks and uncertainties, including risks and uncertainties relating to the possible invalidity of the underlying assumptions and estimates and possible changes or developments in social, economic, business, industry, market, legal and regulatory circumstances and conditions and actions taken or omitted to be taken by third parties, including customers, suppliers, business partners and competitors, and legislative, judicial and other governmental authorities and officials. Assumptions related to the foregoing involve judgments with respect to, among other things, future economic, competitive, and market conditions and future business and policy decisions, all of which are difficult or impossible to predict accurately and, therefore, there can be no assurance that the forward-looking statements included in this Official Statement would prove to be accurate.

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CERTIFICATE OF ISSUER

I, Mike Creasy, do hereby certify that I am the duly qualified and acting County Mayor of Decatur County, Tennessee, and as such official, I do hereby further certify with respect to the Official Statement issued in connection with the sale of its General Obligation School Bonds, Series 2024, dated May __, 2024, of said County that to the best of my knowledge, information and belief (a) the description and statements contained in said Official Statement were at the time of the acceptance of the winning bid and are on the date hereof true and correct in all material respects; and (b) that said Official Statement did not at the time of acceptance of the winning bid and does not on the date hereof contain any untrue statement of a material fact or omit to state a material fact required to be stated where necessary to make the statements made, in light of the circumstances under which they are made, not misleading.

WITNESS my official signature this ____ day of May, 2024

/s/ ___________________________________
County Mayor

I, Melinda Broadway, do hereby certify that I am the duly qualified and acting County Clerk of Decatur County, Tennessee, and as such official I do hereby further certify that Mike Creasy is the duly qualified and acting County Mayor of said County and that the signature appended to the foregoing certificate is the true and genuine signature of such official.

WITNESS my official signature and the seal of Decatur County, Tennessee as of the date subscribed to the foregoing certificate.

/s/ ___________________________________
County Clerk

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APPENDIX A

Proposed Form of Bond Counsel Opinion of Bass, Berry & Sims PLC,
Nashville, Tennessee relating to the Bonds.

(Proposed Form of Opinion of Bond Counsel)

Bass, Berry & Sims PLC
150 Third Avenue South, Suite 2800
Nashville, Tennessee 37201

(Dated Closing Date)

We have acted as bond counsel to Decatur County, Tennessee (the "Issuer") in connection with the issuance of $_______ General Obligation School Bonds, Series 2024, dated the date hereof (the "Bonds"). We have examined the law and such certified proceedings and other papers as we deemed necessary to render this opinion.

As to questions of fact material to our opinion, we have relied upon the certified proceedings and other certifications of public officials furnished to us without undertaking to verify such facts by independent investigation.

Based on our examination, we are of the opinion, as of the date hereof, as follows:

1. The Bonds have been duly authorized, executed and issued in accordance with the constitution and laws of the State of Tennessee and constitute valid and binding general obligations of the Issuer.

2. The resolution of the Board of County Commissioners of the Issuer authorizing the Bonds has been duly and lawfully adopted, is in full force and effect and is a valid and binding agreement of the Issuer enforceable in accordance with its terms.

3. The Bonds constitute general obligations of the Issuer for the payment of which the Issuer has validly and irrevocably pledged its full faith and credit. The principal of and interest on the Bonds are payable from unlimited ad valorem taxes to be levied on all taxable property within the Issuer.

4. Interest on the Bonds (including any original discount properly allocable to an owner thereof) is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals under the Internal Revenue Code of 1986, as amended (the "Code"); however, such interest is taken into account in determining the annual adjusted financial statement income of applicable corporations (as defined in Section 59(k) of the Code) for the purpose of computing the alternative minimum tax imposed on corporations. The opinion set forth in the preceding sentence is subject to the condition that the Issuer comply with all requirements of the Code that must be satisfied subsequent to the issuance of the Bonds in order that interest thereon be, or continue to be, excluded from gross income for federal income tax purposes. Failure to comply with certain of such requirements could cause interest on the Bonds to be so included in gross income retroactive to the date of issuance of the Bonds. The Issuer has covenanted to comply with all such requirements. Except as set forth in this Paragraph 4 and in Paragraph 6, we express no opinion regarding other federal tax consequences arising with respect to the Bonds.

5. Under existing law, the Bonds and the income therefrom are exempt from all present state, county and municipal taxes in Tennessee except (a) Tennessee excise taxes on all or a portion of the interest on any of the Bonds during the period such Bonds are held or beneficially owned by any organization or entity, other than a sole proprietorship or general partnership, doing business in the State of Tennessee and (b) Tennessee franchise taxes by reason of the inclusion of the book value of the Bonds in the Tennessee franchise tax base of any organization or entity, other than a sole proprietorship or general partnership doing business in the State of Tennessee.

6. The Bonds are "qualified tax-exempt obligations" within the meaning of Section 265 of the Code.

It is to be understood that the rights of the owners of the Bonds and the enforceability of the Bonds and the resolution authorizing the Bonds may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted and that their enforcement may be subject to the exercise of judicial discretion in accordance with general principles of equity.

We express no opinion herein as to the accuracy, adequacy or completeness of the Official Statement relating to the Bonds.

This opinion is given as of the date hereof, and we assume no obligation to update or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention or any changes in law that may hereafter occur.

Yours truly,

APPENDIX B

Form of Continuing Disclosure Agreement.

FORM OF CONTINUING DISCLOSURE AGREEMENT

This Continuing Disclosure Agreement (this "Disclosure Agreement") is executed and delivered as of this ____ day of _____________, 2024 by Decatur County, Tennessee (the "Issuer") in connection with the issuance of its General Obligation School Bonds, Series 2024 (the "Bonds"). The Issuer hereby covenants and agrees as follows:

SECTION 1. Purpose of and Authority for the Disclosure Agreement. This Disclosure Agreement is being executed and delivered by the Issuer for the benefit of the Registered Owners and the Beneficial Owners of the Bonds and in order to assist the Participating Underwriters in complying with Rule 15c2-12(b)(5) (the "Rule") of the Securities and Exchange Commission (the "SEC"). This Disclosure Agreement is being executed and delivered by the Issuer under the authority of the Resolution.

SECTION 2. Definitions. In addition to the terms otherwise defined herein, the following capitalized terms shall have the following meanings:

"Beneficial Owner" shall mean any person who (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries) or (b) is treated as the owner of any Bonds for federal income tax purposes.

"Fiscal Year" shall mean any period of twelve consecutive months adopted by the Issuer as its fiscal year for financial reporting purposes, and shall initially mean the period beginning on July of each calendar year and ending June 30 of the following calendar year.

"MSRB" shall mean the Municipal Securities Rulemaking Board.

"Official Statement" shall mean the Official Statement of the Issuer, dated _______ ___, 2024, relating to the Bonds.

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

"Registered Owner" means any person who is identified as a holder of Bonds on the registration records maintained by or on behalf of the Issuer with respect to the Bonds.

"Resolution" shall mean the bond resolution adopted by the County Commission of the Issuer on June 27, 2022.

"State" shall mean the State of Tennessee.

"State Repository" shall mean any public or private repository or entity designated by the State as a state repository to which continuing disclosure information shall be sent pursuant to State law. As of the date of this Disclosure Agreement, there is no State Repository.

SECTION 3. Continuing Disclosure. The Issuer hereby agrees to provide or cause to be provided the information set forth below:

(a) *Annual Financial Information.* For Fiscal Years ending on or after June 30, 2023, the Issuer shall provide annual financial information and operating data within 12 months after the end of the Fiscal Year. The annual financial information and operating data shall include the Issuer's audited financial statements, prepared in accordance with generally accepted accounting principles, or, if the Issuer's audited financial statements are not available, then the Issuer's unaudited financial statements.

(b) *Audited Financial Statements*. For Fiscal Years ending on or after June 30, 2023, the Issuer shall provide audited financial statements, prepared in accordance with generally accepted accounting principles, if and when available, if such audited financial statements are not included with the annual financial information described in subsection (a) above.

(c) *Event Notices*. The Issuer will provide notice of the following events relating to the Bonds in a timely manner, not in excess of ten business days after the occurrence of the event:

(i) Principal and interest payment delinquencies;

(ii) Non-payment related defaults, if material;

(iii) Unscheduled draws on debt service reserves reflecting financial difficulties;

(iv) Unscheduled draws on credit enhancements reflecting financial difficulties;

(v) Substitution of credit or liquidity providers, or their failure to perform;

(vi) 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 Bonds or other material events affecting the tax status of the Bonds;

(vii) Modifications to rights of Bondholders, if material;

(viii) Bond calls, if material, and tender offers;

(ix) Defeasances (including disclosure as to whether the Bonds have been defeased to their maturity or to a preceding call date);

(x) Release, substitution, or sale of property securing repayment of the securities, if material;

(xi) Rating changes;

(xii) Bankruptcy, insolvency, receivership or similar event of the obligated person;

(xiii) The consummation of a merger, consolidation or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(xiv) Appointment of a successor or additional trustee or the change of name of a trustee, if material;

(xv) 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; and

(xvi) 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.

* As used in subsections (xv) and (xvi), the term "financial obligation" means a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment

for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii). The term “financial obligation” does not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

(d) *Notice of Failure to File Annual Financial Information*. The Issuer will provide timely notice of its failure to provide the annual financial information described in subsection (a) above within the time frame prescribed by subsection (a).

(e) *Notice of Amendment of Disclosure Agreement*. The Issuer will provide timely notice of an amendment to this Disclosure Agreement pursuant to the terms of Section 5(a) below.

SECTION 4. Methods of Providing Information.

(a) All disclosures required by Section 3 shall be transmitted to the MSRB using the MSRB's Electronic Municipal Market Access System ("EMMA") or by such other method as may be subsequently determined by the MSRB.

(b) Information shall be provided to the MSRB in an electronic format as prescribed by the MSRB, either directly, or indirectly through an indenture trustee or a designated dissemination agent.

(c) All transmissions to the MSRB shall be accompanied by identifying information as prescribed by the MSRB.

(d) Any required disclosure may be incorporated by reference to other documents filed with the MSRB in the manner required by subsection (a) above. The Issuer shall clearly identify each such other document so incorporated by reference.

(e) All disclosures transmitted to the MSRB hereunder shall be simultaneously transmitted to any State Repository.

SECTION 5. Amendment.

(a) This Disclosure Agreement may be amended or modified so long as: (i) any such amendments are not violative of any rule or regulation of the SEC or MSRB, or other federal or state regulatory body; (ii) the amendment 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 obligated person, or type of business conducted; (iii) this Disclosure Agreement, as amended, would have complied with the requirements of the Rule at the time of the primary offering of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and (iv) the amendment does not materially impair the interests of Beneficial Owners or Registered Owners, as determined either by parties unaffiliated with the Issuer (such as bond counsel), or by approving vote of the Beneficial Owners and Registered Owners pursuant to the terms of the Resolution at the time of the amendment.

(b) In the event of any amendment or modification to the financial information or operating data required to be filed pursuant to Section 3(a) above, the Issuer shall describe such amendment in the next filing pursuant to Section 3(a), 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, the next filing pursuant to Section 3(a) or 3(b), as applicable, shall 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 6. Termination of Reporting Obligation. The Issuer's obligations under this Disclosure Agreement shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds.

SECTION 7. 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, in addition to that which is required by this Disclosure Agreement. If the Issuer chooses to include any information in any disclosure required hereunder, 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 disclosure.

SECTION 8. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Registered Owners and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

SECTION 9. Default. In the event of a failure of the Issuer to comply with any provision of this Disclosure Agreement, any Registered Owner or Beneficial Owner may take such actions as may be necessary and appropriate, including seeking specific performance by court order, to cause the Issuer to comply with its obligations under this Disclosure Agreement. A default under this Disclosure Agreement shall not be deemed a default under the Resolution, and the sole remedy under this Disclosure Agreement in the event of any failure of any party to comply with this Disclosure Agreement shall be an action to compel performance.

SECTION 10. Governing Law. This Disclosure Agreement shall be governed by and construed in accordance with the laws of the State.

SECTION 11. Severability. In case any one or more of the provisions of this Disclosure Agreement shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Disclosure Agreement, but this Disclosure Agreement shall be construed and enforced as if such illegal or invalid provision had not been contained herein.

DECATUR COUNTY, TENNESSEE

By: ______________________________
County Mayor

APPENDIX C

Supplemental Information Regarding the County.

THE ISSUER

The County

Decatur County was established in 1845 and is governed by a County Mayor and a 18-member Board of Commissioners, all of which serve 4-year terms. Decatur County is located in the eastern section of West Tennessee with the Tennessee River (Kentucky Lake) serving as its eastern border. Decaturville, the County seat, is approximately 100 miles southwest of Nashville and 45 miles east of Jackson, Tennessee. The County has an approximate land area of 221,440 acres, with approximately 53% being in farmland. In addition to livestock and livestock products, principal crops include corn, soybeans, hay, cotton, tobacco and other grains, while forest land supports logging and other timber related businesses.

The County is known primarily for outdoor recreational activities associated with the approximately 50 miles of shoreline the Tennessee River (Kentucky Lake) provides for residents and tourists. The County provides public services including law enforcement, fire protection, highway and bridge maintenance, public education, ambulance and emergency response services and solid waste disposal. The County currently has 462 employees, of which approximately 325 are employed by the Decatur County Board of Education.

Transportation facilities are provided by U.S. Highway 412 and U.S. Highway 641 as well as State Highways 69, 202 and 100. U.S. Highway 641 provides a direct connection to Interstate 40 which is only 1.2 miles from the 192-acre Decatur County Industrial Park. The primary general aviation source is provided by the Beech River Regional Airport, which was constructed in 2006 and has a runway in excess of 6,000 feet. Additionally, commercial port facilities are located in Decatur County on the shores of the Tennessee River and provides barge shipping for year-round water transportation to areas as far north as the Great Lakes and south to the Gulf Coast (via the Tennessee-Tombigbee waterway) as part of the national inland waterway system.

The County has three incorporated municipalities: Decaturville; the County seat (2020 Census population 807), Parsons (2020 census population 2,100), and a portion of Scotts Hill (2020 census population 877).

Population trends for the entire County is as follows:

1970	9,457
1980	10,857
1990	10,472
2000	11,731
2010	11,757
2020	11,435

Source: U.S. Census Bureau

Industry

Leading industries and companies located in the County in 2024 are as follows:

Industry	Employees	Type Business
Manitowac/Kolpac Refrigeration	244	Commercial refrigerators/freezers
Decatur County Manor	122	Nursing Home
TN Building Components	75	Trusses
McKenzie Tree Service	70	Tree Service
Westwood Healthcare	68	Nursing Home
AmPharm	67	Pharmacy
Wally-Mo	62	Haul trailer fabrication
Graves Construction	41	Construction
GSM Outdoors	35	Deer stands/turkey calls

Source: Decatur County Chamber of Commerce; Decatur County Mayor.

Employment

Employment information for Decatur County and the State of Tennessee was supplied by the Tennessee Department of Labor and Workforce Development.

	Labor Force		Employed Persons		Unemployment Rate	
Year	County	State	County	State	County	State
2018	4,498	3,257,053	4,273	3,143,792	5.0%	3.5%
2019	4,558	3,335,270	4,316	3,223,664	5.3%	3.3%
2020	4,446	3,303,230	4,063	3,056,709	8.6%	7.5%
2021	4,314	3,323,545	4,055	3,174,135	6.5%	4.5%
2022	4,402	3,352,030	4,205	3,238,559	4.5%	3.4%
2023	4,359	3,379,605	4,162	3,267,935	4.5%	3.3%
*Feb/24	4,369	3,394,112	4,206	3,298,496	3.7%	2.8%

* Latest Estimates.

Basis of Accounting and Presentation

The accounts of the County are organized on the basis of funds and account groups, each of which is considered a separate accounting entity. The modified accrual basis of accounting is used to account for all governmental fund types of the County. Revenues for such funds are recognized as they become measurable and available as net current assets. Expenditures, other than interest or long-term debt, are recognized when incurred and measurable. All proprietary funds are accounted for using the accrual basis of accounting, whereby revenues are recognized when they are earned and expenses are recognized when they are incurred except for prepaid expenses, which are fully expended at the time of payment.

Investment and Cash Management Policies

Investment of County operating funds is controlled by state statute and local policies and administered by the County Trustee. Generally, such policies limit investment instruments to direct United States Government obligations, those issued by United States Agencies or Certificates of Deposit. As required by prevailing statutes, all demand deposits or Certificates of Deposit are secured by collateral pledges at 110% of market value for amounts in excess of that guaranteed through federally sponsored insurance programs. Deposits with savings and loans associations must be collateralized as shown above, by an irrevocable letter of credit issued by the Federal Home Loan Bank or by providing notes secured by the first mortgages or first deeds of trusts upon residential property in the state equal to at least 150% of the amount of uninsured deposits. All collateral must be held in a third party escrow account for the benefit of the County. For reporting purposes, all investments are stated at cost, which approximates market value. The County Trustee is responsible for all County investments.

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*Combined Statement of Revenues and Expenditures, All Governmental Fund Types

	* Audit 2020	* Audit 2021	* Audit 2022	* Audit 2023
Revenues:				
Local Taxes	$ 8,448,688	$ 10,316,579	10,670,018	11,109,437
Licenses & Permits	$ 7,798	$ 15,891	28,596	29,319
Forfeitures & Penalties	$ 96,189	$ 127,672	117,743	105,543
Charges for Current Services	$ 1,409,463	$ 1,408,342	925,235	601,219
Other Local Revenues	$ 7,387,267	$ 780,361	809,324	1,518,584
Fees from County Officials	$ 599,739	$ 666,625	703,553	695,616
State of Tennessee	$ 14,024,090	$ 16,120,146	15,011,244	16,205,410
Federal Government	$ 2,283,238	$ 3,936,302	4,372,274	6,016,904
Other Governmental Groups	$ 493,802	$ 466,400	473,885	541,804
Total Revenues	$ 34,750,274	$ 33,838,318	33,111,872	36,823,836
Other Sources:				
Proceeds from Refunding Debt	$ -	$ -	0	0
New Debt Proceeds	$ -	$ 204,763	0	0
Premiums on Debt Issued	$ -	$ -	0	0
Insurance Recovery	$ 613,018	$ 397,585	171,986	248,123
Operating Transfers	$ 343,277	$ 2,064,815	589,000	229,964
Special Item	$ -	$ 500,000	0	0
Total Revenues/Other sources	$ 35,706,569	$ 37,005,481	33,872,858	37,301,923
Expenditures:				
General	$ 910,611	$ 1,368,904	801,622	864,743
Finance	$ 487,463	$ 514,894	532,715	584,186
Administration of Justice	$ 475,312	$ 475,157	512,672	551,000
Public Safety	$ 3,229,224	$ 4,509,543	3,695,523	4,588,234
Public Health & Welfare	$ 2,259,853	$ 3,157,795	2,024,200	462,394
Social, Cultural & Recreational	$ 353,280	$ 407,793	345,893	393,338
Agricultural & Natural Resources	$ 50,671	$ 49,599	55,756	80,852
Other Operations	$ 1,782,329	$ 2,097,944	1,098,738	1,110,590
Highways	$ 1,985,507	$ 2,516,537	2,180,833	2,115,316
Support Services	$ -	$ -	0	0
Education Instruction	$ 8,263,871	$ 8,921,330	8,778,260	9,084,215
Support Services for Education	$ 4,753,596	$ 5,112,666	5,770,136	5,933,506
Non-Instructional Services	$ 1,461,723	$ 1,892,666	2,205,732	2,312,393
Education Capital Outlay	$ 294,559	$ 368,371	1,533,423	1,598,464
Principal on Debt	$ 826,861	$ 717,565	691,872	713,808
Interest on Debt	$ 201,527	$ 175,938	166,159	149,511
Other Debt Service	$ 324,758	$ 328,372	326,607	331,409
Capital Projects	$ -	$ 511,098	604,830	1,288,447
Capital Projects (Donated)	$ -	$ -	0	0
Total Expenditures/Other sources	$ 27,661,145	$ 33,126,172	31,324,971	32,162,406
Other Uses:				
Payments to Rfg Debt Escrow Agent	$ -	$ -	0	0
Operating Transfers	$ 343,277	$ 2,064,815	589,000	229,964
Total Expenditures	$ 28,004,422	$ 35,190,987	31,913,971	32,392,370
Excess (Deficiency)	$ 7,702,147	$ 1,814,494	1,958,887	4,909,553
Adjustment(s) (Restatement)	$ -	$ 189,278	0	0
Combined Fund Balance (Beginning)	$ 8,102,161	$ 15,804,308	17,808,080	19,766,967
Combined Fund Balance (Ending)	**$ 15,804,308**	**$ 17,808,080**	**19,766,967**	**24,676,520**

* Compiled by the Municipal Advisor from Audited annual reports.

Statement of Ending Fund Balances (extracted from audited annual reports)

	06/30/2020	06/30/2021	06/30/2022	06/30/2023
General Fund	$ 6,460,263	$ 5,102,705	$ 6,025,017	$ 8,082,674
Debt Service	599,326	998,167	1,433,408	1,916,137
Highways/Public Works	2,121,138	2,874,667	3,014,737	3,353,392
Special Purpose & Special Revenue	0	739,482	1,433,408	1,387,631
Non-Major Gen/Gov Funds(s)	665,190	1,077,856	1,069,707	2,700,360
General Purpose School	4,854,900	5,787,890	6,266,297	6,589,369
Non-Major School Fund(s)	1,103,491	1,227,313	1,241,460	646,957
	$ 15,804,308	$ 17,808,080	$ 19,766,967	$ 24,676,520

Source: Division of County Audit, Decatur County Mayor.

Statement of Proposed Operations for Fiscal Year 2024

	Beginning Balance	Revenues	Funds Available	Expenditures	Ending Balance
County General	$ 8,082,674	$ 8,904,562	$ 16,987,236	$ 8,431,622	$ 8,555,614
Drug Control	74,456	2,275	76,731	7,200	69,531
Highways	3,353,392	5,500,917	8,854,309	5,800,657	3,053,652
Economic Development	0	196,716	196,716	169,437	27,279
ARP Fund	1,387,631	4,000	1,391,631	0	1,391,631
Gen. Purpose School	6,589,369	15,459,436	22,048,805	17,964,512	4,084,293
Central Cafeteria	443,818	945,500	1,389,318	945,000	444,318
*Internal School Fund	203,139	0	203,139	0	203,139
Solid Waste	1,343,025	666,387	2,009,412	468,132	1,541,280
Hospital Fund	932,283	0	932,283	640,898	291,385
Capital Projects	350,596	0	350,596	0	350,596
Debt Service	1,916,137	1,251,224	3,167,361	815,219	2,352,142
Totals	$ 24,676,520	$ 32,931,017	$ 57,607,537	$ 35,242,677	$ 22,364,860

* *Non-budgeted activity fund.*

Source: FY 2024 Decatur County Budget; FY 2023 Annual Financial Report; Decatur County Mayor.

Property Tax

The County is authorized to levy a tax on all property within the County without limitation as to rate or amount. All real and personal property within the County is assessed in accordance with the State constitution and statutory provisions by the County Tax Assessor except most utility property, which is assessed by the State Public Service Commission. All property taxes are due on October 1 of each year based on appraisals as of January 1 of the same calendar. All property taxes are delinquent on March 1 of the following calendar year.

All property in the State of Tennessee must be appraised on a continuous six (6) year cycle composed of an on-sight review of each parcel of property over a five (5) year period followed by reevaluation of all such property in the year following the completion of the review as required by Title 67, Chapter 5, Part 16, Tennessee Code Annotated, as amended. In the second and fourth years of the review, all real property values must be updated by application of an index or indexes established for each jurisdiction by the State Board of Equalization, so as to maintain real property values at full value as defined in Title 67, Chapter 5, Part 6, Tennessee Code Annotated, as amended. The State Board of Equalization must also consider any plan submitted by a local tax assessor which would have the effect of maintaining real property values at full value. This alternative plan may be used instead of indexing.

Upon completion of the reappraisal and reassessment processes, the governing body of the County and the municipalities located in the County must determine and certify a tax rate which will provide the same ad valorem tax revenue for the jurisdiction as was levied prior to reappraisal and reassessment, as required by Title 67, Chapter 5, Part 17, Tennessee Code Annotated, as amended. The estimated assessed value of all new construction and improvements placed on the tax rolls since the previous year, and the assessed value of all deletions from the previous tax roll are excluded in computing the new tax rate. As a result, the property tax rate is adjusted preventing a taxing unit from collecting additional property tax revenues solely as a result of reappraisal. Upon compliance with state law and certification of a tax rate providing the same property tax revenue as was collected before reappraisal, a governing body may vote thereafter to approve a tax rate change which would produce more or less tax revenue. The County's last reappraisal program, conducted by the State Board of Equalization, Division of Property Assessment, was completed and went into effect in Tax Year 2020.

Property Tax Base

The following information on assessed property tax values for Tax Year 2023 was supplied by the Decatur County Assessor of Property Office.

Property Classification:	Assessed Value:
Real Property:	
Industrial/Commercial	$ 42,432,020
Residential	156,706,200
Farm	15,988,800
Open Space/Agricultural	33,916,775
Forest	7,816,325
Mineral	112,320
Public Utility	13,295,191
Total Real Property	$ 270,267,631
Personal Property:	
Industrial, Commercial and Public Utility	$ 16,813,419
Total Real and Personal Property	$ 287,081,050
* Total Fair Market Value	$1,053,483,288

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* Estimated.

Property Tax Rates, Assessments, Levies and Collections

Tax Year	Tax Rate	Assessed Valuations	Taxes Levied	Uncollected Taxes Filed in Chancery Court as of 6/30/2023
2010	$ 1.99	$ 211,214,621	$ 4,203,171	$ 0
2011	1.99	213,777,384	4,254,170	0
2012	1.99	214,682,184	4,272,175	0
2013	1.99	219,071,190	4,359,517	71
2014	1.99	227,687,252	4,530,976	70
2015	1.99	231,712,919	4,611,087	0
2016	1.99	235,335,120	4,683,169	9
2017	1.99	237,770,580	4,731,635	564
2018	1.99	242,849,384	4,832,703	7,660
2019	2.25	245,163,756	5,516,185	16,855
2020	2.58	270,664,549	6,983,145	32,220
2021	2.58	276,863,623	7,143,081	82,754
2022	2.58	279,935,958	7,222,348	N/A
2023	2.58	287,081,050	7,406,691	N/A

Source:TN Div of Property Assessments; Annual Financial Reports of the County; Decatur County Clerk & Master.

Property Tax Rates and Allocations

Tax Year	Gen Fund	Solid Waste	Highways	Schools	Debt Service	Total
2013	$ 0.960	$ 0.120	$ 0.000	$ 0.730	$ 0.180	$ 1.99
2014	0.930	0.110	0.000	0.800	0.150	1.99
2015	0.930	0.110	0.000	0.800	0.150	1.99
2016	0.950	0.090	0.000	0.800	0.150	1.99
2017	0.950	0.070	0.000	0.800	0.170	1.99
2018	0.950	0.070	0.000	0.800	0.170	1.99
2019	1.140	0.100	0.000	0.800	0.210	2.25
2020	1.560	0.093	0.000	0.727	0.200	2.58
2021	1.560	. 0.117	0.000	0.703	0.200	2.58
2022	1.540	0.154	0.000	0.686	0.200	2.58
2023	1.540	0.154	0.000	0.686	0.200	2.58

Source: Decatur County Assessor of Property; Comprehensive Annual Financial Reports of the County.

Top Ten Taxpayers (FY2024)

Taxpayer	Type Business	Assessed Value	Taxes Levied
Tennessee Gas Pipeline	Public Utility	$ 4,268,397	$ 110,124
Manitowoc	Refrigeration	3,280,808	84,645
Vulcan Materials	Rock	2,280,692	58,842
Jones Bro. Contractors	Rock	2,128,461	54,914
Ricky L. Wood	Property Investments	1,307,275	30,031
Arches Timberland LP	Timber	1,289,850	33,277
1971 Tennessee Ave N	Healthcare Management	1,267,880	32,711
AT&T Mobility	Communications	1,150,032	29,671
Tennessee Telephone	Communications	1,128,172	29,106
Kirby Inland Marine	Transportation	1,104,499	28,496
		$ 19,206,056	$ 491,817

The top ten taxpayers as shown above, represent approximately 6.69012% of the total amount of $ 287,081,050 in assessed value.

Source: Decatur County Trustee's Office; Decatur County Assessor of Property, State of TN; Division of Property Assessments.

* Per Capita Ratios as of April 12, 2024 (including the effect of the Bonds)

Taxable Property		Total Debt:	
Assessed	$19,934.41	Gross	$ 787.49
Actual Market Value......	$72,307.28	Net	$ 619.93

Direct Gross Debt	$ 9,005,000
Less: Debt Service Funds	(1,916,137)
Net Direct Debt	$ 7,088,863

Per Capita Overlapping Debt	Gross Debt	Net Debt	Net Debt Per Capita
Decatur County	$ 9,005,000	$ 7,088,863	$ 619.93
Decaturville	248,883	0	0
Parsons	3,217,879	0	0
Scotts Hill	0	0	0
Total	$12,471,762	$ 7,088,863	$ 619.93

* Amounts allocable to the Bonds are preliminary and subject to change.

Decatur County School System

The Decatur County Board of Education (the "Board") provides administrative and operational direction for the Decatur County School System (the "School System"). Members of the Board are elected by the voters of Decatur County and consist of nine (9) members. The present members of the Board, their terms of office and their occupations are as follows:

Board Member	Current Term	Occupation
Kristen Smith	2022 – 2026	Business Owner
Alan Brasher	2022 – 2026	Business Owner
Rhonda Mitchell	2020 – 2024	Retired Educator
Tom Haggard	2022 – 2026	Retired
Athalia Taylor	2020 – 2024	Librarian
Ginger Rainey (Filling unexpired term)	2024 – 2026	Retired
J. Wayne Stanfill	2020 – 2024	Retired School Supt
Joseph Fisher (Chairman)	2020 – 2024	Retired Educator
Kent Whitwell	2022 – 2026	Engineer

Mr. Chris Villaflor was appointed Director of Schools by the Board of Education July 01, 2018. His current contract expires June 30, 2026.

Enrollment and Attendance

Enrollment and average daily attendance of the School System for prior years and the average for the current school year was provided by the Board and is detailed in the following table:

School Year	Net Enrollment (1st month Membership)	Average Daily Attendance
2013-2014	1,579	1,451
2014-2015	1,591	1,458
2015-2016	1,604	1,506
2016-2017	1,586	1,463
2017-2018	1,583	1,480
2018-2019	1,515	1,424
2019-2020	1,512	1,428
2020-2021	1,413	1,325
2021-2022	1,405	1,307
2022-2023	1,442	1,340
* 2023-2024	1,396	1,389

* Most recent month available.

Existing School Facilities

The Board currently operates four (4) accredited schools within Decatur County; two elementary schools, one middle school and one high school.

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Sales Tax

Local Option Sales Tax

Counties and incorporated municipalities are authorized to levy a local option sales tax ("Sales Tax") on the same privileges on which the State levies a sales tax pursuant to Title 67, Chapter 6, Part 7 of Tennessee Code Annotated, as amended (the "Sales Tax Act"). Any Sales Tax rate levied by a county or municipality is limited to two and three-quarters percent (2-3/4%), in addition to the State sales tax rate of seven percent (7%). One-half of all Sales Tax collected throughout the County from a county implemented tax rate, must be expended for educational purposes. The remaining one-half is remitted to the County or the municipalities located within the County, depending on the jurisdiction in which the tax is collected, and may be used for any County or municipal purpose. However, a county or municipality may provide, by contract, for other distribution of the one-half not required to be allocated to school purposes.

On November 04, 1997, the residents of Decatur County voted by referendum to increase its sales tax rate of one and one-half percent (1.50%) to the rate of two and one-half percent (2.50%). The Cities of Decaturville, Parsons and that portion of Scotts Hill situated in Decatur County, by way of inter-local agreements, pledged their portion of the sales tax increase to the retirement of school debt. Additionally, the County and the Decatur County School Board pledged its portion of the increase in sales tax to the retirement of school debt. The inter-local agreements expired in fiscal year 2018. Although not pledged as security, the Board of Education extended their portion of the original sales tax agreement in November, 2017 to provide revenues for the issuance of Capital Outlay Notes, Series 2017 and again in March, 2022 for the issuance of School Bonds, Series 2024.

The Sales Tax shall continue until such time as said tax shall be terminated by action of the Board of County Commissioners.

The Sales Tax is collected and administered by the State of Tennessee Department of Revenue (the "Department") and is disbursed to the County Trustee on a monthly basis, net of collection and administration fees incurred by the Department. The County Trustee disburses the Sales Tax revenues among the County and its incorporated municipalities.

Total audited sales tax receipts within the County for prior years are as follows:

Fiscal Year	Total Sales Tax Receipts	Sales Tax Allocated to School Debt Service
2016	$ 2,513,643	$ 955,254
2017	2,436,289	945,854
2018	2,424,532	891,498
* 2019	2,599,208	0
** 2020	2,867,398	145,192
2021	3,342,384	206,376
2022	3,589,902	173,742
2023	3,990,836	226,415

* Expiration of original Local Option Sales Tax agreements and no school debt outstanding.
** Board of Education contribution to education debt service.

Source: Comprehensive Annual Reports; County Mayor; County Trustee.

Outstanding Debt (as of April 12, 2024)

Description of Debt	Original Amount	Unpaid Principal	Coupon Rate	Remaining FY Debt Service	Final Maturity
Capital Outlay Notes					
School Capital Outlay Notes, Series 2017, dated 11/02/2017)	$ 2,500,000	$ 895,000	2.55%	$ 11,411	11/1/2026
TOTAL NOTES	**$ 2,500,000**	**$ 895,000**		**$ 11,411**	
General Obligation Bonds					
G.O. Refunding Bonds, Series 2016, dated 09/27/2016	$ 6,475,000	$ 4,315,000	2.0% - 3.0%	$ 450,756	5/1/2037
G.O. Rfg & Improvement Bonds, Series 2008, dated 06/05/2008	$ 4,360,000	$ 795,000	3.9% - 4.0%	$ 200,710	6/1/2027
TOTAL BONDS	**$ 10,835,000**	**$ 5,110,000**		**$ 651,466**	
Grand Total-All Debt	**$ 13,335,000**	**$ 6,005,000**		**$ 662,877**	

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Outstanding Debt Service Requirements (as of April 12, 2024)

FY	G.O. RFG & Improvement Bonds, Series 2008 Principal	G.O. RFG & Improvement Bonds, Series 2008 Interest	G.O. Refunding Bonds, Series 2016 Principal	G.O. Refunding Bonds, Series 2016 Interest	School Capital Outlay Notes, Series 2017 Principal	School Capital Outlay Notes, Series 2017 Interest
2024	$ 185,000	$ 15,710	$ 400,000	$ 50,756	$ -	$ 11,411
2025	$ 195,000	$ 24,205	$ 410,000	$ 93,513	$ 290,000	$ 19,125
2026	$ 200,000	$ 16,600	$ 420,000	$ 85,313	$ 300,000	$ 11,603
2027	$ 215,000	$ 8,600	$ 425,000	$ 76,913	$ 305,000	$ 3,889
2028	$ -	$ -	$ 240,000	$ 68,413	$ -	$ -
2029	$ -	$ -	$ 245,000	$ 63,613	$ -	$ -
2030	$ -	$ -	$ 250,000	$ 58,100	$ -	$ -
2031	$ -	$ -	$ 255,000	$ 52,475	$ -	$ -
2032	$ -	$ -	$ 260,000	$ 46,100	$ -	$ -
2033	$ -	$ -	$ 265,000	$ 39,600	$ -	$ -
2034	$ -	$ -	$ 275,000	$ 32,975	$ -	$ -
2035	$ -	$ -	$ 280,000	$ 26,100	$ -	$ -
2036	$ -	$ -	$ 290,000	$ 17,700	$ -	$ -
2037	$ -	$ -	$ 300,000	$ 9,000	$ -	$ -
2038	$ -	$ -	$ -	$ -	$ -	$ -
2039	$ -	$ -	$ -	$ -	$ -	$ -
2040	$ -	$ -	$ -	$ -	$ -	$ -
2041	$ -	$ -	$ -	$ -	$ -	$ -
	$ 795,000	$ 65,115	$ 4,315,000	$ 720,569	$ 895,000	$ 46,028

FY	Current P&I	* Add: School Bonds, Series 2024 Principal	* Add: School Bonds, Series 2024 Interest	New Combined Principal	New Combined Interest	New Combined P&I
2024	$ 662,878	$ -	$ -	$ 585,000	$ 77,878	$ 662,878
2025	$ 1,031,843	$ 95,000	$ 137,465	$ 990,000	$ 274,308	$ 1,264,308
2026	$ 1,033,515	$ 100,000	$ 132,715	$ 1,020,000	$ 246,230	$ 1,266,230
2027	$ 1,034,401	$ 105,000	$ 122,715	$ 1,050,000	$ 212,116	$ 1,262,116
2028	$ 308,413	$ 110,000	$ 122,715	$ 350,000	$ 191,128	$ 541,128
2029	$ 308,613	$ 115,000	$ 117,215	$ 360,000	$ 180,828	$ 540,828
2030	$ 308,100	$ 120,000	$ 111,465	$ 370,000	$ 169,565	$ 539,565
2031	$ 307,475	$ 130,000	$ 100,465	$ 385,000	$ 152,940	$ 537,940
2032	$ 306,100	$ 135,000	$ 94,215	$ 395,000	$ 140,315	$ 535,315
2033	$ 304,600	$ 140,000	$ 87,715	$ 405,000	$ 127,315	$ 532,315
2034	$ 307,975	$ 145,000	$ 85,965	$ 420,000	$ 118,940	$ 538,940
2035	$ 306,100	$ 150,000	$ 78,715	$ 430,000	$ 104,815	$ 534,815
2036	$ 307,700	$ 155,000	$ 72,715	$ 445,000	$ 90,415	$ 535,415
2037	$ 309,000	$ 160,000	$ 71,515	$ 460,000	$ 80,515	$ 540,515
2038	$ -	$ 170,000	$ 59,915	$ 170,000	$ 59,915	$ 229,915
2039	$ -	$ 175,000	$ 52,605	$ 175,000	$ 52,605	$ 227,605
2040	$ -	$ 185,000	$ 45,080	$ 185,000	$ 45,080	$ 230,080
2041	$ -	$ 190,000	$ 42,125	$ 190,000	$ 42,125	$ 232,125
2042	$ -	$ 200,000	$ 28,350	$ 200,000	$ 28,350	$ 228,350
2043	$ -	$ 205,000	$ 24,350	$ 205,000	$ 24,350	$ 229,350
2044	$ -	$ 215,000	$ 14,900	$ 215,000	$ 14,900	$ 229,900
2045	$ -	$ -	$ -	$ -	$ -	$ -
	$ 6,836,711	$ 3,000,000	$ 1,602,920	$ 9,005,000	$ 2,434,631	$ 11,439,631

* *Subject to change and to be determined at sale of the Bonds. Interest calculated using a true interest rate of 4.199952%*

APPENDIX D

Annual Financial Report of Decatur County, Tennessee
for the Fiscal Year ended June 30, 2023.

ANNUAL FINANCIAL REPORT OF
DECATUR COUNTY, TENNESSEE
FOR THE FISCAL YEAR ENDED JUNE 30, 2023

The Annual Financial Report of Decatur County, Tennessee, and supplementary information as of and for the Fiscal Year ended June 30, 2023, together with the independent auditors' report, are available online at:

https://emma.msrb.org/P21763781-P21354005-P21790404.pdf

and are hereby incorporated by reference as part of this Appendix D.