



JUDICIAL COUNCIL OF THE UNITED METHODIST CHURCH
 CONSEIL JUDICIAIRE DE L'EGLISE METHODISTE UNIE
 RECHTSHOF DER EVANGELISCH-METHODISTISCHEN KIRCHE
 CONSELHO JUDICIAL DA IGREJA METODISTA UNIDA
 CONSEJO DE LA JUDICATURA DE LA IGLESIA METODISTA UNIDA



Report by Bishop on Decision of Law

This form is to be used for (please check one):

- Reporting of decisions of law made by bishops in response to questions of law submitted to them in writing during the regular business of a conference session (§ 56.3 Const. and § 2609.6 *The Book of Discipline 2016*).
- Reporting of episcopal decisions on questions of law when such decisions are appealed by one-fifth of the members of the conference (§ 56.2 Const. and § 2609.7 *The Book of Discipline 2016*).

Name of Bishop: Bishop David W. Graves

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State/Province: AL ZIP/Postal Code: 36106 Country: USA

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Annual Conference: Alabama-West Florida Date of session: 6/13/22 (month/day/year)

Question(s) of Law: Whether the action of the annual conference in approving the disaffiliations of Pentecost, Mt. Hilliard, Simpson Chapel, and Frazer and approving and adopting the disaffiliation agreement presented to effectuate that disaffiliations negates ignores, or violates the provisions of paragraph 2553 of the Book of Discipline

Authorities Cited (indicate paragraph or decision number where applicable):

Constitution: _____ Book of Discipline: 2553, 722

Judicial Council Decision(s): 897, 1421, 1422, 1433, 1420

Signature: David W. Graves
 Bishop of The United Methodist Church

Date: 6/21/2022
 (month/day/year)

The following must be attached:

- o Decision of Law, including facts, rationale and ruling
 - o Text of the written request for decision
 - o Minutes of annual conference proceedings
 - o List of names and addresses of interested parties
 - o Other relevant materials (e.g. conference rules, resolutions, policies, reports)
- Thirteen (13) hard copies must be submitted via USPS or other delivery service to:
**UMC Judicial Council, c/o LaNella Smith, Assistant to the J.C. Secretary,
 1215 Shady Lane, Durham, NC 27712**
- Electronic copies in both Word and PDF (with security features disabled) must be submitted to: secretary@umcjudicialcouncil.org.

Facts

On Monday, June 13, 2022, during the afternoon business session of the Alabama-West Florida Annual Conference, the body returned from a break at approximately 4:01 p.m. Rev. Olivia Poole, chair of the Conference Board of Trustees, rose to present four churches seeking disaffiliation. They were Pentecost United Methodist Church, Mt. Hilliard United Methodist Church, Simpson Chapel United Methodist Church, and Frazer United Methodist Church. She stated that all four churches worked with the board of trustees and followed the disaffiliation process as identified in paragraph 2553 of *The Book of Discipline*. She then shared slides reviewing the financial requirements agreed to with each church.

As Pentecost United Methodist Church was presented to be voted on, Ralph Peterson, lay member from Gulf Breeze United Methodist Church, rose for a point of order. I recognized him. He proceeded to request an oral ruling of law asking whether the actions of the Annual Conference, in approving the disaffiliation of the church, negates and violates paragraph 2553 of *The Book of Discipline*. In addition, he referenced Judicial Council Decision 897 which held that if a Bishop defers ruling on a question of law for thirty days it is best to proceed with debate and vote on the matter at issue that is before the Conference.

I asked that the request be brought to the front and told the body I would review it that evening and come back to this matter the next day. An Order of the Day was pressing at 4:30 p.m. Once I received the written request, I came to understand that the request for decision of law actually included four almost identical requests for all four churches scheduled to be voted on for disaffiliation. (Exhibits 1-4). Because the requests are practically identical, this decision of law applies to all four requests submitted by Mr. Peterson for a ruling of law

We returned to this business in our Tuesday evening business session which began at approximately 6:30 p.m. I reminded the body about the request for a decision of law from Mr. Peterson the day before and the fact that I had 30 days to rule. I also reminded the body that the Judicial Council would review my ruling and that Judicial Council Decision 897, which Mr. Peterson had lifted up, would allow us to move forward on voting on each disaffiliation. Mr. Peterson again rose for a point of inquiry questioning what explanation was given for the eligibility of each church under 2553. The Conference Chancellor, Bob Northcutt responded to the question and explained the disaffiliation process approved by the Annual Conference and set forth in the Conference approved disaffiliation agreement from 2019. He explained why the process followed was believed to satisfy Paragraph 2553, the GCFA template, the Conference approved disaffiliation policy and was consistent with Judicial Council Decisions 1420 and 1422. He also explained that it has been the policy of the Conference Trustees not to explore the reasons of conscience on the part of local churches. Dr. Jeff Wilson, Dean of the Cabinet, also spoke to the fact that the disaffiliations were properly before the Annual Conference. I moved on with the vote. There were no further questions or oral objections raised in connection with the proposed disaffiliations.

The voting results were as follows:

The disaffiliation of Pentecost United Methodist Church was approved by a vote of 521-43.

The disaffiliation of Mt. Hilliard United Methodist Church was approved by a vote of 519-35.

The disaffiliation of Simpson Chapel United Methodist Church was approved by a vote of 522-32.

The disaffiliation of Frazer United Methodist Church was approved by a vote of 491-62.

Mr. Peterson made a motion following the four votes that the Conference withhold all actions concerning disaffiliations until the Judicial Council review is completed. I ruled this motion out of order and the ruling was not appealed.

Rationale

Mr. Peterson's questions of law for Pentecost, Mt. Hilliard, and Simpson Chapel are essentially identical and will be addressed first. The first point raised by Mr. Peterson therein was about eligibility of the local churches to disaffiliate. Paragraph 2553 of *The Book of Discipline* does not require certification of eligibility based on reasons of conscience and Conference policy is to not inquire into the specifics of a local church's reasons of conscience. Paragraphs 1. A. of the GCFA template and previously approved Conference disaffiliation agreement (Exhibit 5) only requires documentation that evidences the result of the disaffiliation vote taken. In Judicial Council Decision 1422, the trustees of North Georgia did not look back on this issue of eligibility and the Bishop's decision was that no ruling of law was needed around those specific questions of eligibility. The Judicial Council agreed. The trustees of the Alabama-West Florida Conference do not require information about eligibility once that has been handled at the local level and voted on by the church. Based on the ruling in Judicial Council 1422, I do not believe the Conference is required to require or produce additional evidence of eligibility. The Conference produced the disaffiliation agreement and evidence certifying the local church vote. The disaffiliation agreement sets forth a clear understanding of the reasons for disaffiliation. In addition, according to Paragraph 2553, the GCFA template, the approved disaffiliation agreement and Judicial Council Ruling 1420, the Conference trustees have the exclusive authority to establish terms and conditions of disaffiliation.

The rationale set forth above also addresses the points raised in sections 2 and 3 of Mr. Peterson's requests for a decision of law. In addition, the District Superintendents confirmed the requirements for Paragraph 2553 were met by these churches (Exhibit 6). Mr. Peterson's third section complains of the use of the term "former United Methodist church" appearing in the first Whereas paragraph and suggest that violates Judicial Council Decisions 1420, 1421, 1433 and 1379 as well as 2529.1(b)(3). That argument is misplaced. As apparent from the disaffiliation agreements posted on the Conference website, the agreements had not been fully executed prior to vote by the Annual Conference. The term "former" was simply to point out the local churches had voted to disaffiliate and, in each instance, had taken steps in furtherance of the disaffiliation. I also call attention to the attachment from the cabinet and minutes of Annual Conference in Exhibits 6 and 7.

As to section four of Mr. Peterson's requests for decisions of law, Paragraph 2553 of *The Book of Discipline*, and other documents identified above, state that the Board of Trustees has the

exclusive authority to negotiate the terms of disaffiliation between the Annual Conference and the local church. You will find the board chair's statement that these disaffiliations were followed properly in the attached material (Exhibit 8). Mr. Peterson also complains the Conference did not charge these churches for their property. Based on the GCFA template and the disaffiliation agreement approved by our Conference in 2019 the Conference may elect to charge or not charge for property. No one has attempted to amend the Conference disaffiliation agreement in connection with church property and, to my knowledge, no one other than representatives of Gulf Breeze United Methodist Church have raised an issue about the Conference policy in this regard. Paragraph 2553 does not require local churches to pay for real or personal property. To be clear, our Conference has not adopted a policy requiring local churches to pay any amount for property and has adopted the GCFA form that leaves it open to the trustees to decide whether or not to charge for property.

As for section five of Mr. Peterson's requests, the Conference named the current local churches and the entities identified as their successor entities to make it clear that the indemnification from the local church to the Conference extends also to the successor entity. This is important for several reasons including the possibility the existing church entity could get dissolved. As to section 6 of Mr. Peterson's requests, I do not believe that paragraph 722 of *The Book of Discipline* is truly relevant to the issues raised. Judicial Council decision 1421 does not instruct that Annual Conference delegates be given this information and it appears that Mr. Peterson is doing what Gulf Breeze has done previously in suggesting language from the dissenting opinion was part of the Decision in the case. Mr. Peterson requested, and was provided prior to Annual Conference, copies of portions of the Trustee minutes approving the disaffiliations. It is common that discussions in Trustee meetings include sensitive and confidential information like real estate, disaffiliations, potential litigation and other issues in which advice is provided by the Chancellor. That said, I do not believe Paragraph 722 overrules the other legal authority relied upon herein.

In response to the points Mr. Peterson made in his request for law concerning Frazer Memorial United Methodist Church, all of the above rationale is equally applicable to his question of law related to Frazer. Specifically, sections 1 and 2 are again about eligibility and those concerns have been addressed above and are equally applicable here. The District Superintendent for Frazer and Dean of the Cabinet confirmed to the Annual Conference that Frazer has met the requirements for disaffiliation which, along with the discussion above, addresses section three of the Frazer request. The Whereas paragraph in Frazer's request at section four has previously been addressed above as have sections five through seven. Again, the Board of Trustees for the Conference has the exclusive authority pursuant to Paragraph 2553 to negotiate the terms and conditions of disaffiliation between the Annual Conference and the local church as long as they are consistent with the GCFA template. The Conference disaffiliation policy and agreement is consistent with the GCFA template in my judgment and I am not aware of anyone arguing otherwise before our Annual Conference. As to the fact the Conference does not have a policy requiring a local church to pay for their real and personal property, that is addressed above along with the indemnification issue in section six and the issue about Paragraph 722 of *The Book of Discipline* in section seven. I incorporate by reference all the rational and authority cited above related to the other churches as part of my rationale for my ruling on the Frazer decision of law.

Based on my review, I do not believe the indemnification agreement creates a risk of unenforceability or that Paragraph 722 makes the disaffiliation agreement void or unenforceable.

As far as I can discern, the primary difference in the request for a decision of law related to Frazer from the other three churches discussed above is the addition of the argument at section five that because Frazer is affiliating with the Free Methodist Church that has somehow established that Frazer is not disaffiliating for reasons of conscience. Again, it is and has been the policy of our Conference not to explore the reasoning of a local church in deciding to disaffiliate for reasons of conscience. Our Conference accepts the representations made by the local church in the disaffiliation agreements and communications with Conference leadership. Our Conference does not have a policy whereby it investigates the polity and philosophy of the Free Methodist Church, the Global Methodist Church or any other entity with whom a disaffiliating church may choose to join after leaving the United Methodist Church. We believe that issue goes beyond the requirements of Paragraph 2553 and the Conference approved disaffiliation policy and agreement. Once again, Judicial Council Decision 1422 made it clear that if a Conference has a policy that it will not question reasons of conscience in connection with the decision of a local church choosing to disaffiliate then the Judicial Council will not question that policy.

Mr. Peterson has also taken issue with the execution of the Frazer disaffiliation agreement. The agreement was executed by three officers of the local church and the church administrator. A representative of Frazer signed the certification of the vote and submitted the minutes of the church meeting approving disaffiliation. I do not believe that Frazer would have paid the amount of money it has paid without proper authorization and believe any argument to the contrary is speculative.

Ruling

I rule that the action of the Annual Conference in approving the disaffiliations of Pentecost, Mt. Hilliard, Simpson Chapel, and Frazer United Methodist Churches, and approving and adopting the disaffiliation agreement associated and presented to effectuate these disaffiliations does not negate, ignore, or violate the provision of the discipline, in particular paragraph 2553.



Exhibits

- I. Written request for a decision of law for Pentecost
- II. Written request for a decision of law for Mt. Hilliard
- III. Written request for a decision of law for Simpson Chapel
- IV. Written request for a decision of law for Frazer
- V. Conference Disaffiliation Agreement
- VI. Statement from the Dean of the Cabinet
- VII. Working Agenda and Minutes from Annual Conference 2022
- VIII. Statement from the Chair of the Board of Trustees
- IX. Contact Information for Interested Parties
- X. Local Church Disaffiliation Information (published on the conference website prior to annual conference)
- XI. Minutes from the Board of Trustees

**REQUEST FOR BISHOP'S DECISION
ON A QUESTION OF LAW**

Bishop Graves,

Pursuant to ¶ 2609.6 of the *Book of Discipline* ("*Discipline*") I hereby submit to you in writing during the regular business of a session of the Alabama-West Florida Annual Conference (AFWC) my request for a Bishop's decision of the following question of law:

Whether the action of the annual conference in approving the disaffiliation of Pentecost United Methodist Church, Inc. ("Pentecost") and approving and adopting the disaffiliation agreement associated with and presented to effectuate that disaffiliation negates, ignores and violates the provisions of the *Discipline*, in particular ¶ 2553, when:

1. Pentecost as well as the AFWC Board of Trustees, Cabinet, district superintendents, Treasurer and Director of Administration, or any other AFWC staff, official, or agency of the AFWC (hereinafter collectively referred to as "AWFC Leadership") have failed to provide and establish the actual and valid reasons and the facts and circumstances that support and are the basis for the reasons of conscience to justify Pentecost's eligibility to the limited right to disaffiliate under ¶ 2553, which are restricted to Pentecost's establishing that it is conscience bound to disagree, object, or not comply with:

(a) A change in the requirements and provisions to the *Book of Discipline* related to the practice of homosexuality or the ordination or marriage of self-avowed homosexuals resolved and adopted by the General Conference in 2019 ["the 2019 amendments"], which are:

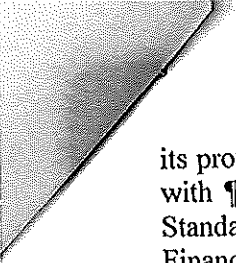
(1) ¶ 304.3: In particular, the amendment to footnote 1 of ¶ 304.3 that was amended to broaden the scope of relationships or activities that were encompassed in the definition of "self-avowed practicing homosexuals" who, under ¶ 304.3, are "not to be certified as candidates, ordained as ministers, or appointed to serve in The United Methodist Church."

(2) ¶ 304.5: Prohibitions were added against approvals and recommendations by the district committee on ordained ministry and the Board of Ordained Ministry of persons who did not meet the qualifications in ¶ 304, including ¶ 304.3 (*see above*), and it specified additional instructions for the clergy session presiding bishops to rule that the unqualified candidate to be out of order and ineligible for the appointment.

(3) ¶ 415.6: An amendment to prohibit bishops from consecrating bishops, from commissioning persons on the deacon or elders track, and from ordaining deacons or elders if any of them are self-avowed practicing homosexuals.

(b) Subsequent actions (such as complying with, implementing, or enforcing the 2019 amendments) or inactions (such as omissions, failures, or refusals to comply with, implement, or enforce the 2019 amendments) by the annual conference of the Alabama-West Florida Conference that are related to the change of requirements and provisions in the 2019 amendments noted above.

2. Pentecost and AWC Leadership have failed to demonstrate and establish that Pentecost's church conference on the ¶ 2553 disaffiliation vote was fairly and legally noticed to



its professing members and that the vote was validly, fairly, and legally obtained in accordance with ¶¶ 248, 246.8, and 2553.3 of the *Discipline*, including that, as required by the required Standard Form of Disaffiliation Agreement mandated by ¶ 2553.4(a) and the General Council on Finance and Administration (GCFA) the motion or referendum specified that the vote was (a) “to disaffiliate from The United Methodist Church” and (b) it was for reasons of conscience regarding a change in the requirements and provisions of the Book of Discipline related to the practice of homosexuality or the ordination or marriage of self-avowed practicing homosexuals as resolved and adopted by the 2019 General Conference, or the actions or inactions of its annual conference related to these issues which follow. Accordingly the second “Whereas” of the disaffiliation agreement for Pentecost is a misrepresentation invalidating the disaffiliation agreement.

3. The disaffiliation agreement between Pentecost and the AWFC is invalid, null, and void at the outset because:

(a) The first “Whereas” clause states that Pentecost “is a *former* United Methodist church,” which if false, negates, ignores, or violates the required terms of the GCFA standard agreement provisions and would need to be amended, which is impermissible under Judicial Council Decision 1420; and if it were true, it is an attempt to negate, ignore, and violate Judicial Council Decision 1421, as clarified by Judicial Council Memorandum 1433, that declares that it is contrary to ¶ 2529.1(b)(3) of the 2016 Book of Discipline and Judicial Council Decision 1379 to disaffiliate and convey property prior to the approval and ratification of the disaffiliation agreement.

(b) Section 1(a) at page 2 of the Pentecost-AWFC disaffiliation agreement states:

1. Conditions Precedent. Local Church and Annual Conference acknowledge and agree:

- a. *Church Conference Vote*. At least two-thirds (2/3) of the professing members present at a church conference September 29, 2021 has met and voted to disaffiliate from The United Methodist Church effective on the Disaffiliation Date [June 13, 2022] set forth in Section 3 as evidenced in Exhibit 1 “for reasons of conscience regarding a change in the requirements and provisions of the *Book of Discipline* related to the practice of homosexuality or the ordination or marriage of self-avowed practicing homosexuals as resolved and adopted by the 2019 General Conference, or the actions or inactions of its annual conference related to these issues which follow.” Local Church must provide documentation, to the satisfaction of Annual Conference, which evidences the result of the disaffiliation vote taken at the church conference. Such documentation must be certified by an authorized officer of Local Church and shall be included as an exhibit to this Disaffiliation Agreement.

This condition precedent has not been met as specified and can only be regarded as not having occurred. Pentecost and the AWFC Leadership, as mentioned above, have not provided any evidence that establishes that Pentecost has the requisite “reasons of conscience” and what they are. Additionally, if Pentecost’s “Exhibit 1 evidence” or the required “certified documentation” is the copy of the handwritten minutes of “duly called conference” on September 29, 2021, with an attached copy of an email dated May 20, 2022, within which the handwritten minutes have

been printed/typed. These notes do not comply with the condition precedent in Section 1(a) because those minutes fail to specify that this meeting was a church conference, that it was fairly and legally noticed to its professing members, the names and number of proper professing members who were present, and that the vote was validly, fairly, and legally obtained in accordance with ¶¶ 248, 246.8, and 2553.3 of the *Discipline*, what the actual motion stated (other than a statement that it was a “motion to disaffiliate to incorporate”. The minutes do not state that the motion was seconded, but explained that “Yes” meant “to support disaffiliate [sic]” and “No” meant “to stay with United Conference [sic].” The minutes simply noted the vote was “7 to 1 to disaffiliate.” The note fails to include the specified the “reasons of conscience” clause. The handwritten minutes are signed by “E. Baker” who provides no certification and is not identified as an officer of the corporation. Because of these actions and omissions, Pentecost and the AWFC Leadership have ignored and violated the requirements of ¶ 2553 and the GCFA’s disaffiliation agreement, and the condition precedent in Section 1(a) has not occurred. Under Section 1(c) of the disaffiliation agreement, the disaffiliation agreement is deemed to be null and void:

- c. Should either of the above [Sections 1(a) or 1(b)] not occur, this Disaffiliation Agreement shall become null and void.

4. The AWFC Leadership has not provided the annual conference, as requested by annual conference delegates, with material information pertaining and material to the requirements of ¶ 2553(b)-(h) for payments to be made by Pentecost and the rationale and basis for AFWC Leadership’s recommending the annual conference to agree to Pentecost’s not making any payments allowed by ¶ 2553 and the GCFA’s Standard Disaffiliation Agreement for the church property (that is valued in this instance, according to the AWFC’s 2020 statistical data, at \$250,000.00). No recent appraisals or information regarding the market price of this property or other information have been produced. Other information requested but not provided includes:

- (a) Evaluations, analyses, reports, and plans that are related to, establish, and substantiate how the community and any remaining professing who were previously served by the disaffiliating local church will be served by the AWFC in the future after a ¶ 2553 disaffiliation, and what new properties and construction will be necessary and what their costs will be (*e.g.*, information and analyses from the District Board of Locations and Building).

- (b) Documentation and information that identifies and explains the particular actions taken by the disaffiliating local church pursuant to the requirements of ¶ 2553.4(b)-(h), the additional requirements and additional terms and requirements adopted by the annual conference in 2019, and the additional standard terms developed and to be included in the disaffiliation agreement for this particular local churches, including (1) the rationale and evidentiary support for and (2) the derivation and calculation of each payment to be made or nonpayment (*e.g.*, for real and personal property) by the disaffiliating local church.

- (c) Verification and substantiation of this local church’s compliance with the requirements of ¶ 2553.4(b)-(h), the additional requirements and additional terms and requirements adopted by the annual conference in 2019, and the additional standard terms developed and to be included in the disaffiliation agreement for this local church, including but not limited to (1) all payments made (*e.g.*, apportionments, payments for property, title insurance and legal costs, pension fund and medical care liabilities, grant reimbursements, etc.) that have been arranged and/or placed in escrow, and (2) all applicable debts, loans, and liabilities to be satisfied and which

have been satisfied as required under ¶ 2553 and the required terms of the approved terms and conditions of the disaffiliation agreements.

5. Section 7 ("Release of Claims") and Section 8 ("Indemnification by Local Church") created an additional third party, Pentecost Methodist Church, to this disaffiliation agreement by simply stating in Section 7 that further references in the agreement to "Local Church" will now include both Pentecost United Methodist Church and the new entity, Pentecost Methodist Church. Pentecost Methodist Church is not signing this disaffiliating agreement, is neither paying any consideration nor receiving any consideration under the terms of the disaffiliation agreement, and its being referenced under these circumstances create a risk that the release and indemnification agreement (and subsequent provisions) will be deemed invalid or unenforceable as to the AWFC, thereby negating and violating the requirements of ¶ 2553 and the GCFA's required disaffiliation agreement terms. A proper amendment with three signatories, possible additional consideration, or a separate agreement between the parties is indicated; however, under Judicial Council Decision 1420, this disaffiliation agreement cannot be amended and should have been voted down by the annual conference.

6. AWFC Leaderships' failure to provide information, whether in response to requests or to otherwise verify and substantiate their recommendations or determinations, negates, ignores, or violates ¶ 722 of the *Discipline*; the instructions in Judicial Council Decision 1421 pertaining to such necessary and required disclosures and access to information to annual conference delegates; and the requirements of amenability to the annual conference. *See Discipline* at ¶¶ 2512.2, 608(b), 613.1-19, 619; *see also* Judicial Council Decision No. 1371 at 4.

Respectfully submitted,



Ralph A. Peterson
Lay Delegate, Gulf Breeze United Methodist Church, Inc.

Date: 6/13/22

**REQUEST FOR BISHOP'S DECISION
ON A QUESTION OF LAW**

Bishop Graves,

Pursuant to ¶ 2609.6 of the *Book of Discipline* ("*Discipline*") I hereby submit to you in writing during the regular business of a session of the Alabama-West Florida Annual Conference (AWFC) my request for a Bishop's decision of the following question of law:

Whether the action of the annual conference in approving the disaffiliation of Mount Hilliard United Methodist Church, Inc. ("Mt. Hilliard") and approving and adopting the disaffiliation agreement associated with and presented to effectuate that disaffiliation negates, ignores and violates the provisions of the *Discipline*, in particular ¶ 2553, when:

1. Mt. Hilliard as well as the AWFC Board of Trustees, Cabinet, district superintendents, Treasurer and Director of Administration, or any other AWFC staff, official, or agency of the AWFC (hereinafter collectively referred to as "AWFC Leadership") have failed to provide and establish the actual and valid reasons and the facts and circumstances that support and are the basis for the reasons of conscience to justify Mt. Hilliard's eligibility to the limited right to disaffiliate under ¶ 2553, which are restricted to Mt. Hilliard's establishing that it is conscience bound to disagree, object, or not comply with:

(a) A change in the requirements and provisions to the *Book of Discipline* related to the practice of homosexuality or the ordination or marriage of self-avowed homosexuals resolved and adopted by the General Conference in 2019 ["the 2019 amendments"], which are:

(1) ¶ 304.3: In particular, the amendment to footnote 1 of ¶ 304.3 that was amended to broaden the scope of relationships or activities that were encompassed in the definition of "self-avowed practicing homosexuals" who, under ¶ 304.3, are "not to be certified as candidates, ordained as ministers, or appointed to serve in The United Methodist Church."

(2) ¶ 304.5: Prohibitions were added against approvals and recommendations by the district committee on ordained ministry and the Board of Ordained Ministry of persons who did not meet the qualifications in ¶ 304, including ¶ 304.3 (*see above*), and it specified additional instructions for the clergy session presiding bishops to rule that the unqualified candidate to be out of order and ineligible for the appointment.

(3) ¶ 415.6: An amendment to prohibit bishops from consecrating bishops, from commissioning persons on the deacon or elders track, and from ordaining deacons or elders if any of them are self-avowed practicing homosexuals.

(b) Subsequent actions (such as complying with, implementing, or enforcing the 2019 amendments) or inactions (such as omissions, failures, or refusals to comply with, implement, or enforce the 2019 amendments) by the annual conference of the Alabama-West Florida Conference that are related to the change of requirements and provisions in the 2019 amendments noted above.

2. Mt. Hilliard and AWC Leadership have failed to demonstrate and establish that Mt. Hilliard's church conference on the ¶ 2553 disaffiliation vote was fairly and legally noticed to its

professing members and that the vote was validly, fairly, and legally obtained in accordance with ¶¶ 248, 246.8, and 2553.3 of the *Discipline*, including that, as required by the required Standard Form of Disaffiliation Agreement mandated by ¶ 2553.4(a) and the General Council on Finance and Administration (GCFA) the motion or referendum specified that the vote was (a) “to disaffiliate from The United Methodist Church” and (b) it was for reasons of conscience regarding a change in the requirements and provisions of the Book of Discipline related to the practice of homosexuality or the ordination or marriage of self-avowed practicing homosexuals as resolved and adopted by the 2019 General Conference, or the actions or inactions of its annual conference related to these issues which follow. Accordingly the second “Whereas” of the disaffiliation agreement for Mt. Hilliard is a misrepresentation invalidating the disaffiliation agreement.

3. The disaffiliation agreement between Mt. Hilliard and the AWFC is invalid, null, and void at the outset because:

(a) The first “Whereas” clause states that Mt. Hilliard “is a *former* United Methodist church,” which if false, negates, ignores, or violates the required terms of the GCFA standard agreement provisions and would need to be amended, which is impermissible under Judicial Council Decision 1420; and if it were true, it is an attempt to negate, ignore, and violate Judicial Council Decision 1421, as clarified by Judicial Council Memorandum 1433, that declares that it is contrary to ¶ 2529.1(b)(3) of the 2016 Book of Discipline and Judicial Council Decision 1379 to disaffiliate and convey property prior to the approval and ratification of the disaffiliation agreement.

(b) Section 1(a) at page 2 of the Mt. Hilliard-AWFC disaffiliation agreement states:

1. Conditions Precedent. Local Church and Annual Conference acknowledge and agree:

- a. *Church Conference Vote*. At least two-thirds (2/3) of the professing members present at a church conference on March 8, 2020 has met and voted to disaffiliate from The United Methodist Church effective on the Disaffiliation Date [June 13, 2022] set forth in Section 3 as evidenced in Exhibit 1 “for reasons of conscience regarding a change in the requirements and provisions of the *Book of Discipline* related to the practice of homosexuality or the ordination or marriage of self-avowed practicing homosexuals as resolved and adopted by the 2019 General Conference, or the actions or inactions of its annual conference related to these issues which follow.” Local Church must provide documentation, to the satisfaction of Annual Conference, which evidences the result of the disaffiliation vote taken at the church conference. Such documentation must be certified by an authorized officer of Local Church and shall be included as an exhibit to this Disaffiliation Agreement.

This condition precedent has not been met as specified and can only be regarded as not having occurred. Mt. Hilliard and the AWFC Leadership, as mentioned above, have not provided any evidence that establishes that Mt. Hilliard has the requisite “reasons of conscience” and what they are. Additionally, if Mt. Hilliard’s “Exhibit 1 evidence” or the required “certified documentation” is the copy of the minutes of the “Special Called Business Meeting” on March 8, 2020, these

minutes do not comply with the condition precedent in Section 1(a) because those minutes fail to specify that this meeting was a church conference, that it was fairly and legally noticed to its professing members, the names and number of proper professing members who were present, and that the vote was validly, fairly, and legally obtained in accordance with ¶¶ 248, 246.8, and 2553.3 of the *Discipline*. The minutes state that the purpose of the meeting was to discuss and vote on withdrawing from the United Methodist denomination. The minutes fails to include the specified the "reasons of conscience" clause and any citation to ¶ 2533 and its requirements. The minutes record that a motion was made and seconded to "withdraw," and without announcing a vote count, the minutes state that "members present voted unanimously for *Mt. Hilliard Church* to withdraw from the denomination." The minutes are signed by Glenda Lunsford, who is identified as the Secretary/Treasurer. Because of the noted actions and omissions, Mt. Hilliard and the AWFC Leadership have ignored and violated the requirements of ¶ 2553 and the GCFA's disaffiliation agreement, and the condition precedent in Section 1(a) has not occurred. Under Section 1(c) of the disaffiliation agreement, the disaffiliation agreement is deemed to be null and void:

- c. Should either of the above [Sections 1(a) or 1(b)] not occur, this Disaffiliation Agreement shall become null and void.

4. The AWFC Leadership has not provided the annual conference, as requested by annual conference delegates, with material information pertaining and material to the requirements of ¶ 2553(b)-(h) for payments to be made by Mt. Hilliard and the rationale and basis for AFWC Leadership's recommending the annual conference to agree to Mt. Hilliard's not making any payments allowed by ¶ 2553 and the GCFA's Standard Disaffiliation Agreement for the church property (that is valued in this instance, according to the AWFC's last statistical data in 2019 for Mt. Hilliard, at \$100,000.00). No recent appraisals or information regarding the market price of this property or other information have been produced. Other information requested but not provided includes:

- (a) Evaluations, analyses, reports, and plans that are related to, establish, and substantiate how the community and any remaining professing who were previously served by the disaffiliating local church will be served by the AWFC in the future after a ¶ 2553 disaffiliation, and what new properties and construction will be necessary and what their costs will be (e.g., information and analyses from the District Board of Locations and Building).

- (b) Documentation and information that identifies and explains the particular actions taken by the disaffiliating local church pursuant to the requirements of ¶ 2553.4(b)-(h), the additional requirements and additional terms and requirements adopted by the annual conference in 2019, and the additional standard terms developed and to be included in the disaffiliation agreement for this particular local churches, including (1) the rationale and evidentiary support for and (2) the derivation and calculation of each payment to be made or nonpayment (e.g., for real and personal property) by the disaffiliating local church.

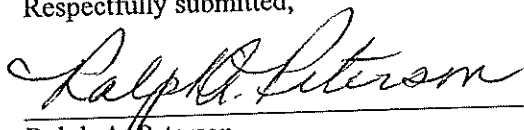
- (c) Verification and substantiation of this local church's compliance with the requirements of ¶ 2553.4(b)-(h), the additional requirements and additional terms and requirements adopted by the annual conference in 2019, and the additional standard terms developed and to be included in the disaffiliation agreement for this local church, including but not limited to (1) all payments made (e.g., apportionments, payments for property, title insurance and legal costs, pension fund and medical care liabilities, grant reimbursements, etc.) that have been arranged and/or placed in escrow, and (2) all applicable debts, loans, and liabilities to be satisfied and which

have been satisfied as required under ¶ 2553 and the required terms of the approved terms and conditions of the disaffiliation agreements.

5. Section 7 (“Release of Claims”) and Section 8 (“Indemnification by Local Church”) created an additional third party, *Mt. Hilliard Church*, to this disaffiliation agreement by simply stating in Section 7 that further references in the agreement to “Local Church” will now include both Mt. Hilliard United Methodist Church and the new entity, Mt. Hilliard Church. Mt. Hilliard Church is not signing this disaffiliating agreement, is neither paying any consideration nor receiving any consideration under the terms of the disaffiliation agreement, and its being referenced under these circumstances create a risk that the release and indemnification agreement (and subsequent provisions) will be deemed invalid or unenforceable as to the AWFC, thereby negating and violating the requirements of ¶ 2553 and the GCFA’s required disaffiliation agreement terms. A proper amendment with three signatories, possible additional consideration, or a separate agreement between the parties is indicated; however, under Judicial Council Decision 1420, this disaffiliation agreement cannot be amended and should have been voted down by the annual conference.

6. AWFC Leaderships’ failure to provide information, whether in response to requests or to otherwise verify and substantiate their recommendations or determinations, negates, ignores, or violates ¶ 722 of the *Discipline*; the instructions in Judicial Council Decision 1421 pertaining to such necessary and required disclosures and access to information to annual conference delegates; and the requirements of amenability to the annual conference. *See Discipline* at ¶¶ 2512.2, 608(b), 613.1-19, 619; *see also* Judicial Council Decision No. 1371 at 4.

Respectfully submitted,



Ralph A. Peterson
Lay Delegate, Gulf Breeze United Methodist Church, Inc.

Date: 6/13/22

**REQUEST FOR BISHOP'S DECISION
ON A QUESTION OF LAW**

Bishop Graves,

Pursuant to ¶ 2609.6 of the *Book of Discipline* ("*Discipline*") I hereby submit to you in writing during the regular business of a session of the Alabama-West Florida Annual Conference (AFWC) my request for a Bishop's decision of the following question of law:

Whether the action of the annual conference in approving the disaffiliation of Simpson Chapel United Methodist Church, Inc. ("Simpson") and approving and adopting the disaffiliation agreement associated with and presented to effectuate that disaffiliation negates, ignores and violates the provisions of the *Discipline*, in particular ¶ 2553, when:

1. Simpson as well as the AFWC Board of Trustees, Cabinet, district superintendents, Treasurer and Director of Administration, or any other AFWC staff, official, or agency of the AFWC (hereinafter collectively referred to as "AWFC Leadership") have failed to provide and establish the actual and valid reasons and the facts and circumstances that support and are the basis for the reasons of conscience to justify Simpson's eligibility to the limited right to disaffiliate under ¶ 2553, which are restricted to Simpson's establishing that it is conscience bound to disagree, object, or not comply with:

(a) A change in the requirements and provisions to the *Book of Discipline* related to the practice of homosexuality or the ordination or marriage of self-avowed homosexuals resolved and adopted by the General Conference in 2019 ["the 2019 amendments"], which are:

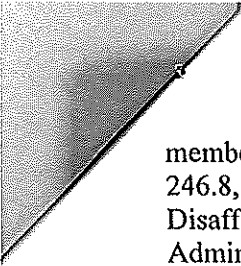
(1) ¶ 304.3: In particular, the amendment to footnote 1 of ¶ 304.3 that was amended to broaden the scope of relationships or activities that were encompassed in the definition of "self-avowed practicing homosexuals" who, under ¶ 304.3, are "not to be certified as candidates, ordained as ministers, or appointed to serve in The United Methodist Church."

(2) ¶ 304.5: Prohibitions were added against approvals and recommendations by the district committee on ordained ministry and the Board of Ordained Ministry of persons who did not meet the qualifications in ¶ 304, including ¶ 304.3 (*see above*), and it specified additional instructions for the clergy session presiding bishops to rule that the unqualified candidate to be out of order and ineligible for the appointment.

(3) ¶ 415.6: An amendment to prohibit bishops from consecrating bishops, from commissioning persons on the deacon or elders track, and from ordaining deacons or elders if any of them are self-avowed practicing homosexuals.

(b) Subsequent actions (such as complying with, implementing, or enforcing the 2019 amendments) or inactions (such as omissions, failures, or refusals to comply with, implement, or enforce the 2019 amendments) by the annual conference of the Alabama-West Florida Conference that are related to the change of requirements and provisions in the 2019 amendments noted above.

2. Simpson and AWC Leadership have failed to demonstrate and establish that Simpson's church conference on the ¶ 2553 disaffiliation vote was fairly and legally noticed to its professing



members and that the vote was validly, fairly, and legally obtained in accordance with ¶¶ 248, 246.8, and 2553.3 of the *Discipline*, including that, as required by the required Standard Form of Disaffiliation Agreement mandated by ¶ 2553.4(a) and the General Council on Finance and Administration (GCFA) the motion or referendum specified that the vote was (a) “to disaffiliate from The United Methodist Church” and (b) it was for reasons of conscience regarding a change in the requirements and provisions of the Book of Discipline related to the practice of homosexuality or the ordination or marriage of self-avowed practicing homosexuals as resolved and adopted by the 2019 General Conference, or the actions or inactions of its annual conference related to these issues which follow. Accordingly the second “Whereas” of the disaffiliation agreement for Simpson is a misrepresentation invalidating the disaffiliation agreement.

3. The disaffiliation agreement between Simpson and the AWFC is invalid, null, and void at the outset because:

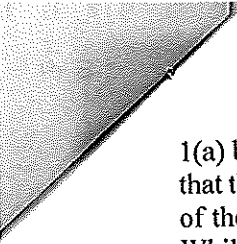
(a) The first “Whereas” clause states that Simpson “is a *former* United Methodist church,” which if false, negates, ignores, or violates the required terms of the GCFA standard agreement provisions and would need to be amended, which is impermissible under Judicial Council Decision 1420; and if it were true, it is an attempt to negate, ignore, and violate Judicial Council Decision 1421, as clarified by Judicial Council Memorandum 1433, that declares that it is contrary to ¶ 2529.1(b)(3) of the 2016 Book of Discipline and Judicial Council Decision 1379 to disaffiliate and convey property prior to the approval and ratification of the disaffiliation agreement.

(b) Section 1(a) at page 2 of the Simpson-AWFC disaffiliation agreement states:

1. Conditions Precedent. Local Church and Annual Conference acknowledge and agree:

- a. *Church Conference Vote*. At least two-thirds (2/3) of the professing members present at a church conference December 15, 2021 has met and voted to disaffiliate from The United Methodist Church effective on the Disaffiliation Date [June 13, 2022] set forth in Section 3 as evidenced in Exhibit 1 “for reasons of conscience regarding a change in the requirements and provisions of the *Book of Discipline* related to the practice of homosexuality or the ordination or marriage of self-avowed practicing homosexuals as resolved and adopted by the 2019 General Conference, or the actions or inactions of its annual conference related to these issues which follow.” Local Church must provide documentation, to the satisfaction of Annual Conference, which evidences the result of the disaffiliation vote taken at the church conference. Such documentation must be certified by an authorized officer of Local Church and shall be included as an exhibit to this Disaffiliation Agreement.

This condition precedent has not been met as specified and can only be regarded as not having occurred. Simpson and the AWFC Leadership, as mentioned above, have not provided any evidence that establishes that Simpson has the requisite “reasons of conscience” and what they are. Additionally, if Simpson’s “Exhibit 1 evidence” or the required “certified documentation” is the copy of the “2021 Church Conference Attendance Sheet”, they come close to meeting the “certification” requirement; however, it does not comply with the condition precedent in Section



1(a) because it fails to specify that it was fairly and legally noticed to its professing members and that the vote was validly, fairly, and legally obtained in accordance with ¶¶ 248, 246.8, and 2553.3 of the *Discipline*. The attendance sheet explains the proposal that is being presented for a vote. While it generally mentions that there are ¶ 2553 obligations to fulfill, and then Simpson will disaffiliate from the United Methodist Church under a disaffiliation agreement, it fails to include the specified the “reasons of conscience” clause and any information about what the members feel conscience bound not to follow or about that object or agree about the limited ¶ 2553.1 issues. The attendance sheet and notes are signed by Loretta Wilson who is identified as the charge conference secretary, but there is no indication that she is an officer of the church and corporation, or whether she is just acting in the clerical role of a recording secretary. Because of these actions and omissions, Simpson and the AWFC Leadership have ignored and violated the requirements of ¶ 2553 and the GCFA’s disaffiliation agreement, and the condition precedent in Section 1(a) has not occurred. Under Section 1(c) of the disaffiliation agreement, the disaffiliation agreement is deemed to be null and void:

- c. Should either of the above [Sections 1(a) or 1(b)] not occur, this Disaffiliation Agreement shall become null and void.

4. The AWFC Leadership has not provided the annual conference, as requested by annual conference delegates, with material information pertaining and material to the requirements of ¶ 2553(b)-(h) for payments to be made by Simpson and the rationale and basis for AFWC Leadership’s recommending the annual conference to agree to Simpson’s not making any payments allowed by ¶ 2553 and the GCFA’s Standard Disaffiliation Agreement for the church property (that is valued in this instance, according to the AWFC’s 2021 statistical data, at \$280,772.00). No recent appraisals or information regarding the market price of this property or other information have been produced. Other information requested but not provided includes:

- (a) Evaluations, analyses, reports, and plans that are related to, establish, and substantiate how the community and any remaining professing who were previously served by the disaffiliating local church will be served by the AWFC in the future after a ¶ 2553 disaffiliation, and what new properties and construction will be necessary and what their costs will be (*e.g.*, information and analyses from the District Board of Locations and Building).

- (b) Documentation and information that identifies and explains the particular actions taken by the disaffiliating local church pursuant to the requirements of ¶ 2553.4(b)-(h), the additional requirements and additional terms and requirements adopted by the annual conference in 2019, and the additional standard terms developed and to be included in the disaffiliation agreement for this particular local churches, including (1) the rationale and evidentiary support for and (2) the derivation and calculation of each payment to be made or nonpayment (*e.g.*, for real and personal property) by the disaffiliating local church.

- (c) Verification and substantiation of this local church’s compliance with the requirements of ¶ 2553.4(b)-(h), the additional requirements and additional terms and requirements adopted by the annual conference in 2019, and the additional standard terms developed and to be included in the disaffiliation agreement for this local church, including but not limited to (1) all payments made (*e.g.*, apportionments, payments for property, title insurance and legal costs, pension fund and medical care liabilities, grant reimbursements, etc.) that have been arranged and/or placed in escrow, and (2) all applicable debts, loans, and liabilities to be satisfied and which

have been satisfied as required under ¶ 2553 and the required terms of the approved terms and conditions of the disaffiliation agreements.

5. Section 7 (“Release of Claims”) and Section 8 (“Indemnification by Local Church”) created an additional third party, Simpson Chapel Methodist Church, to this disaffiliation agreement by simply stating in Section 7 that further references in the agreement to “Local Church” will now include both Simpson Chapel United Methodist Church and the new entity, Simpson Chapel Methodist Church. Simpson Methodist Church is not signing this disaffiliating agreement, is neither paying any consideration nor receiving any consideration under the terms of the disaffiliation agreement, and its being referenced under these circumstances create a risk that the release and indemnification agreement (and subsequent provisions) will be deemed invalid or unenforceable as to the AWFC, thereby negating and violating the requirements of ¶ 2553 and the GCFA’s required disaffiliation agreement terms. A proper amendment with three signatories, possible additional consideration, or a separate agreement between the parties is indicated; however, under Judicial Council Decision 1420, this disaffiliation agreement cannot be amended and should have been voted down by the annual conference.

6. AWFC Leaderships’ failure to provide information, whether in response to requests or to otherwise verify and substantiate their recommendations or determinations, negates, ignores, or violates ¶ 722 of the *Discipline*; the instructions in Judicial Council Decision 1421 pertaining to such necessary and required disclosures and access to information to annual conference delegates; and the requirements of amenability to the annual conference. *See Discipline* at ¶¶ 2512.2, 608(b), 613.1-19, 619; *see also* Judicial Council Decision No. 1371 at 4.

Respectfully submitted,



Ralph A. Peterson
Lay Delegate, Gulf Breeze United Methodist Church, Inc.

Date: 6/13/22

**REQUEST FOR BISHOP'S DECISION
ON A QUESTION OF LAW**

Bishop Graves,

Pursuant to ¶ 2609.6 of the *Book of Discipline* ("*Discipline*") I hereby submit to you in writing during the regular business of a session of the Alabama-West Florida Annual Conference (AFWC) my request for a Bishop's decision of the following question of law:

Whether the action of the annual conference in approving the disaffiliation of Frazer Memorial United Methodist Church, Inc. ("Frazer") and approving and adopting the disaffiliation agreement associated with and presented to effectuate that disaffiliation negates, ignores and violates the provisions of the *Discipline*, in particular ¶ 2553, when:

1. Frazer as well as the AFWC Board of Trustees, Cabinet, district superintendents, Treasurer and Director of Administration, or any other AFWC staff, official, or agency of the AFWC (hereinafter collectively referred to as "AWFC Leadership") have failed to provide and establish the actual and valid reasons and the facts and circumstances that support and are the basis for the reasons of conscience to justify Frazer's eligibility to the limited right to disaffiliate under ¶ 2553, which are restricted to Frazer's establishing that it is conscience bound to disagree, object, or not comply with:

(a) A change in the requirements and provisions to the *Book of Discipline* related to the practice of homosexuality or the ordination or marriage of self-avowed homosexuals resolved and adopted by the General Conference in 2019 ["the 2019 amendments"], which are:

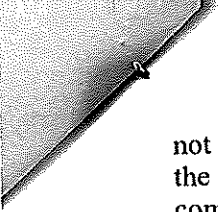
(1) ¶ 304.3: In particular, the amendment to footnote 1 of ¶ 304.3 that was amended to broaden the scope of relationships or activities that were encompassed in the definition of "self-avowed practicing homosexuals" who, under ¶ 304.3, are "not to be certified as candidates, ordained as ministers, or appointed to serve in The United Methodist Church."

(2) ¶ 304.5: Prohibitions were added against approvals and recommendations by the district committee on ordained ministry and the Board of Ordained Ministry of persons who did not meet the qualifications in ¶ 304, including ¶ 304.3 (*see above*), and it specified additional instructions for the clergy session presiding bishops to rule that the unqualified candidate to be out of order and ineligible for the appointment.

(3) ¶ 415.6: An amendment to prohibit bishops from consecrating bishops, from commissioning persons on the deacon or elders track, and from ordaining deacons or elders if any of them are self-avowed practicing homosexuals.

(b) Subsequent actions (such as complying with, implementing, or enforcing the 2019 amendments) or inactions (such as omissions, failures, or refusals to comply with, implement, or enforce the 2019 amendments) by the annual conference of the Alabama-West Florida Conference that are related to the change of requirements and provisions in the 2019 amendments noted above.

2. Upon its disaffiliation from the United Methodist Church, Frazer will be affiliating with the Free Methodist Church (FMC), and by doing so, Frazer has established that it actually does



not have a reason of conscience or is not conscious bound to disagree, object, or not comply with the 2019 amendments as required by ¶ 2553, because in joining the FMC, Frazer is bound to comply with the following rules found in the Free Methodist Church's *Book of Discipline* ("FMC *Discipline*"):

(a) Homosexual intimacy is immoral and prohibited, and cultural mores and laws that legitimize homosexual intimacy are opposed. FMC *Discipline* at ¶¶ 3215, 6040.

(b) Marriage can only be the union of one man and one woman. FMC *Discipline* at ¶¶ 3311, 6040.

(c) It is a breach of FMC doctrine for "ministers or members of the Free Methodist Church to conduct, officiate, or assist in officiating, the marriage or union between a same-sex or same-gender couple. In light of our beliefs, ministers and members of the Free Methodist Church shall not officiate or assist in officiating marriages or unions of same-sex or same-gender couples. . . . such marriages may not be performed or hosted at Free Methodist churches or on Free Methodist properties." FMC *Discipline* at ¶¶ 3311, 6040.

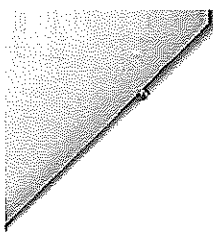
3. Frazer and AWC Leadership have failed to demonstrate and establish that Frazer's church conference on the ¶ 2553 disaffiliation vote was fairly and legally noticed to its over 4,000 professing members (of which only 899 attended and 895 voted) and that the vote was validly, fairly, and legally obtained in accordance with ¶¶ 248, 246.8, and 2553.3 of the *Discipline*, including that, as required by the required Standard Form of Disaffiliation Agreement required by ¶ 2553.4(a) and the General Council on Finance and Administration (GCFA) the motion or referendum specified that the vote was (a) "to disaffiliate from The United Methodist Church" and (b) it was for reasons of conscience regarding a change in the requirements and provisions of the Book of Discipline related to the practice of homosexuality or the ordination or marriage of self-avowed practicing homosexuals as resolved and adopted by the 2019 General Conference, or the actions or inactions of its annual conference related to these issues which follow. Accordingly the second "Whereas" of the disaffiliation agreement for Frazer is a misrepresentation invalidating the disaffiliation agreement.

4. The disaffiliation agreement between Frazer and the AWFC is invalid, null, and void at the outset because:

(a) The first "Whereas" clause states that Frazer "is a *former* United Methodist church," which is false and thereby negating, ignoring, or violating the required terms of the GCFA standard agreement provisions and would need to be amended which is impermissible under Judicial Council Decision 1420; and if it were true, it is an attempt to negate, ignore, and violate Judicial Council Decision 1421, as clarified by Judicial Council Memorandum 1433, that declares that it is contrary to ¶ 2529.1(b)(3) of the 2016 Book of Discipline and Judicial Council Decision 1379 to disaffiliate and convey property prior to the approval and ratification of the disaffiliation agreement.

(b) Section 1(a) at page 2 of the Frazer-AWFC disaffiliation agreement states:

1. Conditions Precedent. Local Church and Annual Conference acknowledge and agree:

- 
- a. *Church Conference Vote.* At least two-thirds (2/3) of the professing members present at a church conference of [sic] January 30th, 2022 has met and voted to disaffiliate from The United Methodist Church effective on the Disaffiliation Date [June 13, 2022] set forth in Section 3 as evidenced in Exhibit 1 “for reasons of conscience regarding a change in the requirements and provisions of the *Book of Discipline* related to the practice of homosexuality or the ordination or marriage of self-avowed practicing homosexuals as resolved and adopted by the 2019 General Conference, or the actions or inactions of its annual conference related to these issues which follow.” Local Church must provide documentation, to the satisfaction of Annual Conference, which evidences the result of the disaffiliation vote taken at the church conference. Such documentation must be certified by an authorized officer of Local Church and shall be included as an exhibit to this Disaffiliation Agreement.

This condition precedent has not been met as specified and can only be regarded as not having occurred. Frazer and the AWFC Leadership, as mentioned above, have not provided any evidence that establishes that Frazer has the requisite “reasons of conscience” and what they are. Additionally, if Frazer’s “Exhibit 1 evidence” or the required “certified documentation” is the copy of the minutes of the January 30, 2022 church conference provided on the AWFC’s website, then it also has failed to comply with this condition precedent in Section 1(a) because those minutes fail to specify what the actual motion stated, fails to include the specified the “reasons of conscience” clause, and fatally fails to have the minutes certified by “an authorized officer of Local Church [Frazer].” The minutes state that they have been submitted (but not certified or signed) by Teri Brown, and the vote tally sheet is signed by her and identifies her only as the Administrative Assistant to Frazer’s senior pastor. She is not an officer of Frazer. The other signature is that of the district superintendent, who is also not an officer Frazer, authorized or otherwise. Because of these actions and omissions, Frazer and the AWFC Leadership have ignored and violated the requirements of ¶ 2553 and the GCFA’s disaffiliation agreement, and the condition precedent in Section 1(a) has not occurred. Under Section 1(c) of the disaffiliation agreement, the disaffiliation agreement is deemed to be null and void:

- c. Should either of the above [Sections 1(a) or 1(b)] not occur, this Disaffiliation Agreement shall become null and void.

5. The AWFC Leadership has not provided the annual conference, as requested by annual conference delegates, with material information pertaining and material to the requirements of ¶ 2553(b)-(h) for payments to be made by Frazer and the rationale and basis for AFWC Leadership’s recommending the annual conference to agree to Frazer not making any payments allowed by ¶ 2553 and the GCFA’s Standard Disaffiliation Agreement for the church property that is valued, according to the AWFC’s 2021 statistical data, at \$46,089,577.00. No recent appraisals or information regarding the market price of this property or other information have been produced. Other information requested but not provided includes:

(a) Evaluations, analyses, reports, and plans that are related to, establish, and substantiate how the community and remaining members from the current more than 4,000 professing members previously served by the disaffiliating local church will be served by the AWFC in the future after a ¶ 2553 disaffiliation, and what new properties and construction will

be necessary and what their costs will be (e.g., information and analyses from the District Board of Locations and Building).

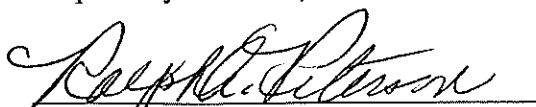
(b) Documentation and information that identifies and explains the particular actions taken by the disaffiliating local church pursuant to the requirements of ¶ 2553.4(b)-(h), the additional requirements and additional terms and requirements adopted by the annual conference in 2019, and the additional standard terms developed and to be included in the disaffiliation agreement for this particular local churches, including (1) the rationale and evidentiary support for and (2) the derivation and calculation of each payment to be made or nonpayment (e.g., for real and personal property) by the disaffiliating local church.

(c) Verification and substantiation of this local church's compliance with the requirements of ¶ 2553.4(b)-(h), the additional requirements and additional terms and requirements adopted by the annual conference in 2019, and the additional standard terms developed and to be included in the disaffiliation agreement for this local church, including but not limited to (1) all payments made (e.g., apportionments, payments for property, title insurance and legal costs, pension fund and medical care liabilities, grant reimbursements, etc.) that have been arranged and/or placed in escrow, and (2) all applicable debts, loans, and liabilities to be satisfied and which have been satisfied as required under ¶ 2553 and the required terms of the approved terms and conditions of the disaffiliation agreements.

6. Section 7 ("Release of Claims") and Section 8 ("Indemnification by Local Church") created an additional third party, Frazer Free Methodist Church, to this disaffiliation agreement by simply stating in Section 7 that further references in the agreement to "Local Church" will now include both Frazer and the new entity, Frazer Free Methodist Church. Frazer Free Methodist Church is not signing this disaffiliating agreement, is neither paying any consideration nor receiving any consideration under the terms of the disaffiliation agreement, and its being referenced under these circumstances create a risk that the release and indemnification agreement (and subsequent provisions) will be deemed invalid or unenforceable as to the AWFC, thereby negating and violating the requirements of ¶ 2553 and the GCFA's required disaffiliation agreement terms. A proper amendment with three signatories, possible additional consideration, or a separate agreement between the parties is indicated; however, under Judicial Council Decision 1420, this disaffiliation agreement cannot be amended and should have been voted down by the annual conference.

7. AWFC Leaderships' failure to provide information, whether in response to requests or to otherwise verify and substantiate their recommendations or determinations, negates, ignores, or violates ¶ 722 of the *Discipline*; the instructions in Judicial Council Decision 1421 pertaining to such necessary and required disclosures and access to information to annual conference delegates; and the requirements of amenability to the annual conference. See *Discipline* at ¶¶ 2512.2, 608(b), 613.1-19, 619; see also Judicial Council Decision No. 1371 at 4.

Respectfully submitted,



Ralph A. Peterson

Lay Delegate, Gulf Breeze United Methodist Church, Inc.

Date: 6/13/22

DISAFFILIATION AGREEMENT PURSUANT TO ¶ 2553

This Disaffiliation Agreement Pursuant to ¶ 2553 of the Book of Discipline of the United Methodist Church (“Disaffiliation Agreement”) is entered into effective this _____ day of _____, 202_, the Disaffiliation Date, , by and between _____

“Local Church”) and the Alabama-West Florida Conference (“Annual Conference”).

WHEREAS, Local Church is a former United Methodist church within the boundaries of Annual Conference;

WHEREAS, Local Church has held a church conference, in compliance with ¶¶ 246.8, 248, and 2553.2-3 of *The Book of Discipline of The United Methodist Church* (“*Discipline*”), at which at least two-thirds (2/3) of the professing members present at the church conference of Local Church voted to disaffiliate from The United Methodist Church “for reasons of conscience regarding a change in the requirements and provisions of the *Book of Discipline* related to the practice of homosexuality or the ordination or marriage of self-avowed practicing homosexuals as resolved and adopted by the 2019 General Conference, or the actions or inactions of its annual conference related to these issues which follow.”

WHEREAS, pursuant to ¶ 2501.1 of the *Discipline*, Local Church holds its real and personal, tangible and intangible property “in trust for The United Methodist Church and subject to the provisions of its *Discipline*.”

WHEREAS, property subject to ¶ 2501.1 “can be released from the trust, transferred free of trust or subordinated to the interests of creditors and other third parties only to the extent authority is given by the *Discipline*.” (¶ 2501.2)

WHEREAS, ¶ 2553 provides a specific circumstance in which property subject to ¶ 2501.1 can be released from the trust imposed by that paragraph.

WHEREAS, ¶ 2553.4 requires the terms and conditions of Local Church’s disaffiliation from The United Methodist Church to be “memorialized in a binding Disaffiliation Agreement.”

WHEREAS, Local Church and Annual Conference wish to (1) resolve all matters between them, and Local Church wishes to acquire from Annual Conference all of Annual Conference’s interest,

on behalf of The United Methodist Church, in the real and personal, tangible and intangible property held by Local Church and (2) comply with the requirements of ¶ 2553 and Judicial Council *Decision* 1379.

NOW, THEREFORE, in consideration of the foregoing and all the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Local Church and Annual Conference agree as follows:

I. Conditions Precedent. Local Church and Annual Conference acknowledge and agree:

- a. Church Conference Vote. At least two-thirds (2/3) of the professing members present at a church conference of Local Church must vote to disaffiliate from The United Methodist Church “for reasons of conscience regarding a change in the requirements and provisions of the *Book of Discipline* related to the practice of homosexuality or the ordination or marriage of self-avowed practicing homosexuals as resolved and adopted by the 2019 General Conference, or the actions or inactions of its annual conference related to these issues which follow.” Local Church must provide documentation, to the satisfaction of Annual Conference, which evidences the result of the disaffiliation vote taken at the church conference. Such documentation must be certified by an authorized officer of Local Church and shall be included as an exhibit to this Disaffiliation Agreement.
- b. Annual Conference Approval: This Disaffiliation Agreement has been ratified by a majority of the members present and voting at a duly call session of the Annual Conference.
- c. Should either of the above not occur, this Disaffiliation Agreement shall immediately become null and void.

2. Applicability of ¶ 2501. Local Church acknowledges and agrees that pursuant to ¶ 2501 of the *Discipline*, Local Church holds all property, real and personal, tangible and intangible, in trust for the benefit of The United Methodist Church.

3. Date of Disaffiliation. Should Local Church timely comply with all of its obligations as set forth herein, Local Church’s disaffiliation from The United Methodist Church will be effective on

the date shown above which shall be the date of ratification of this Disaffiliation Agreement (“Disaffiliation Date”).

4. Local Church’s Obligations. Except as otherwise approved by Annual Conference, by no later than the Disaffiliation Date Local Church shall do the following:

- a. *Payments.* Local Church shall pay to Annual Conference, in a manner specified by Annual Conference, _____ for:
 - i. Local church shall pay _____ in exchange for the right to retain its real and personal, tangible and intangible property, subject to the terms herein, and the execution of the Bill of Sale and Quit Claim Deeds, required on behalf of the Annual Conference or Local church shall have the right to retain its in its real and personal tangible and intangible property without charge (in which case a zero will be shown in the blank provided above.
 - ii. Any unpaid apportionments for the twelve (12) months immediately prior to the Disaffiliation Date, as calculated by Annual Conference, totaling _____.
 - iii. An additional twelve (12) months of apportionments, as calculated by Annual Conference in the amount of _____.
 - iv. An amount equal to Local Church’s pro rata share, as determined by Annual Conference, of Annual Conference’s unfunded pension obligations, based on the Annual Conference’s aggregate funding obligations as determined by the General Board of Pension and Health Benefits using market factors similar to a commercial annuity provider, in the amount of _____.
 - v. An amount equal to the Local Church’s pro rata share as determined by Annual Conference, of Annual Conference’s unfunded Post Retirement Medical (PRM) obligations as calculated by a third party actuary, valuation date of January 1, 2021, in the amount of _____.

- b. *Other Liabilities.* Local Church shall either satisfy all of its debts, loans, and liabilities, or assign or transfer such obligations to its new entity. Local Church must provide sufficient documentation of same to Annual Conference.
 - c. *Intellectual Property.* Local Church shall cease all use of “United Methodist,” the Cross & Flame insignia, and any other intellectual property of the denomination and Annual Conference, including the removal of all signage containing the same.”
 - d. *Group Tax Exemption Ruling.* As of the Disaffiliation Date, Local Church shall cease to use, and also shall ensure that any affiliates of Local Church which have been included in the group tax exemption ruling shall cease to use, any and all documentation stating that Local Church is included in the denomination’s group tax exemption ruling administered by the General Council on Finance and Administration of The United Methodist Church, with the exception of finalizing year-end financial documents and reporting related to Local Church. Local Church and any of its affiliates which have been included in the group tax exemption ruling will be removed without notice as of the Disaffiliation Date. Local Church or its successors shall be solely responsible for obtaining its own IRS ruling regarding tax exempt status.
5. Organizational Transition. Local Church shall take all steps necessary to close and/or dissolve any legal entities and to settle, liquidate, or transfer all assets and obligations of such entities, or to establish any new legal entities, or to modify its current organizing documents, as needed to effectuate its disaffiliation from The United Methodist Church, to the satisfaction of Annual Conference. Local Church shall indemnify, defend, and hold harmless Annual Conference and its officers, directors, agents, and employees from any liability or costs (including reasonable attorney fees) resulting from any claim, action, or cause of action for damages to persons or property resulting from Local Church’s failure to take all necessary steps as required by this Section 5.
6. Property. Upon satisfaction of the requirements of Sections 1, 4 and 6 hereof, Local Church will have full ownership and assume full responsibility for the property and assets of Local Church, which shall include any parsonage, cemetery and real property granted to Local Church. The parties shall ensure all necessary transfers or other transactions relating to the above properties are completed on the Disaffiliation Date, unless otherwise approved by Annual Conference. Any costs resulting from such transfers or other transactions shall be borne by Local Church. Annual

Conference shall fully cooperate with Local Church, as needed and applicable, to ensure that such transfers and other transactions convey all of Annual Conference's interest – both for itself and on behalf of The United Methodist Church – in the real and personal, tangible and intangible property of Local Church.

7. Release of Claims. Upon the completion of all of their respective obligations herein, Annual Conference and Local Church, for themselves and each of their respective agents, representatives, members, trustees, employees, successors, attorneys, and assigns, hereby fully and forever covenant not to sue each other, and release, discharge and hold harmless each other, and their current and former trustees, officers, representatives, insurers, employees, and assigns, in both their official and individual capacities, from any liability for any and all causes of action and claims, including any statutory or common law cause of action, tort or contractual claims, any claims for attorneys' fees, expenses and all other damages, whether known or unknown, foreseen or unforeseen, which Annual Conference or Local Church ever had, now has, hereafter may have or claim to have against any of the above-named entities or persons in any way related to or arising out of their relationship with each other or activities at the Local Church. The parties further represent they have no pending lawsuit, charge, complaint, or other action against each other. Notwithstanding the foregoing releases and covenants not to sue, the parties may take action to enforce this Disaffiliation Agreement in any court where jurisdiction and venue are proper.

8. Indemnification by Local Church. As additional consideration for the execution of this Disaffiliation Agreement and the Release of Claims and transfer of property contemplated herein, the Local Church hereby agrees to release, acquit, defend, hold harmless and indemnify the Annual Conference from any and all claims, demands, costs, expenses, lawsuits or other claims of whatever nature arising out of or related to acts or omissions involving the Local Church and/or its officers, trustees, and representatives, including those directly or indirectly related to any Boy Scout of America activities that may have been sponsored by the Local Church. This section shall be binding on the Local Church, its successors and assigns.

9. Time Limit. Should the Local Church fail to satisfy all of its obligations set forth herein by the times prescribed in this agreement, this Disaffiliation Agreement shall be null and void.

10. Continuing as Plan Sponsor. Nothing in this Disaffiliation Agreement shall prevent Local Church, after the Disaffiliation Date, from continuing to sponsor benefit plans from the General Board of Pension and Health Benefits, to the extent permitted by federal law, and provided that Local Church has not expressly resolved that it no longer shares common religious bonds with The United Methodist Church.

11. Non-Severability. Each of the terms of this Disaffiliation Agreement is a material and integral part hereof. Should any provision of this Disaffiliation Agreement be held unenforceable or contrary to law, the entire Disaffiliation Agreement shall be deemed null and void.

12. Entire Agreement. This Disaffiliation Agreement and the deeds, bills of sale and other documents executed in connection herewith shall represent the entire agreement and full understanding of the parties hereto.

13. Counterpart Execution. This Disaffiliation Agreement and all other documents referenced herein may be executed in counterparts and a signature provided by email, fax or other electronic means shall be as binding as an original signature.

Witnesses:

_____ CHURCH

BY: _____

Title: _____

APPROVED BY:
ATTORNEY FOR
CHURCH: {IF APPLICABLE}

ALABAMA-WEST FLORIDA CONFERENCE

BY: _____

Title: _____

APPROVED BY:
CHANCELLOR OR ASSOCIATE CHANCELLOR FOR
ALABAMA-WEST FLORIDA CONFERENCE:

NAME

TITLE



**Montgomery
Opelika
District**

Alabama-West Florida Conference
The United Methodist Church

As Dean of the AWF cabinet, I can confirm that Pentecost, Mt. Hilliard, Simpson Chapel, and Frazer United Methodist Churches were properly before the 2022 annual conference for disaffiliation. Each church held a duly called church conferences with at least a 2/3 majority of professing members present voting to disaffiliate.

Sincerely,


Jeff Wilson (Jun 21, 2022 21:02 GMT+3)

Dr. Jeff Wilson
District Superintendent

Dr. Jeff Wilson
District Superintendent

4719 Woodmere Blvd.
Montgomery, Alabama
36106

334.239.7329
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2022 Annual Conference Working Agenda
The Alabama-West Florida Conference of the United Methodist Church
June 12-15, 2022
Theme: "In This Season" – Ecclesiastes 3:1
Dunn-Oliver Acadome, Alabama State University, Montgomery, AL

Sunday, May 15, 2022

2:00 – 4:00 p.m. Laity Session- Virtually by Zoom Webinar

4:00 – 6:00 p.m. Clergy Session- Virtually by Zoom Webinar

Sunday, June 12

In This Season: Learning

4:30 p.m. Doors Open and Registration Opens
Registration will reopen for 30 minutes following Opening Worship

6:00 p.m. Opening Worship
Sermon: Bishop R. Lawson Bryan
Offering: Cohort Work

8:30 p.m. Registration Closes

Monday, June 13

In This Season: Reflection

7:30 a.m. BioMetric Health Screening

7:45 a.m. Registration Opens

8:30 a.m. OPENING WORSHIP
Sermon: Rev. Dr. Kitsy Dixon

Teller Meeting immediately following worship

9:15 a.m. CONFERENCE BUSINESS SESSION
Gathering Music – Jarvis Wilson
Hymn – *And Are We Yet Alive*

Welcome from the Host District Superintendent – Rev. Dr. Jeff Wilson
Prayer – Betsy Carter, Bowen UMC

“Be a Sower” Grant Testimonial

Opening Business and Organization of the Conference

Setting the “bar” of the Conference

Election of secretarial staff

Approval of the 2021 Conference *Journal*

Adoption of the 2022 Conference Working Agenda

Presentation of the 2022 Consent Agenda

Committee on Standing Rules (to lay on the table overnight) –

Rev. Dr. Kathy Knight

Committee on Resolutions and Petitions (to lay on the table overnight) –

Rev. Christina Shaver

Committee on Nominations – Rev. Ashley Davis

10:00 a.m. Laity Address – Beverly Maddox, Conference Lay Leader
UMM, UMW, Lay Servant Ministries

Lamentation of Harm Done to Boy Scouts Participants

Break

11:00 a.m. ORDER OF THE DAY – Memorial Service
Remembering those who passed since the 2021 Annual Conference Session
Sermon: Rev. Allison Posell

12:15 p.m. Memorial Luncheon
Lunch Break

1:30 p.m. CONFERENCE BUSINESS SESSION
Gathering Music – Jarvis Wilson
Prayer – YoungKap Kim, The Lord’s Church of Montgomery

Lamentation of the History of Racism in Our Conference

Board of Ordained Ministry – Rev. Dr. Jim Sanders

Recognition of Commissioning and Ordination classes

Recognition of First-Time Licensed Local Pastors

Recognition of Licensed Local Pastors who completed Course of Study

Recognition of Clergy in Extension Ministries and Appointments Beyond the
Local Church

Recognition of Retiring Clergy

“Be a Sower” Grant Testimonial

3:00 p.m. Board of Trustees Report- Rev. Dr. Olivia Poole, Chair

Action Item: Local Church Disaffiliations

- 4:30 p.m. ORDER OF THE DAY: Ordinands and Commissionees to FUMC Montgomery for Pre-Service Preparations
- 4:30 p.m. Registration Closes
- 7:00 p.m. Service of Ordination and Commissioning – FUMC Montgomery, Sanctuary
Sermon: Bishop Debra Wallace-Padgett
Ministerial Education Fund Offering

Tuesday, June 14

In This Season: Hope

- 7:30 a.m. BioMetric Health Screening
- 7:45 a.m. Registration Opens
- 8:30 a.m. OPENING WORSHIP
Sermon: Rev. Grant Parker
- Teller Meeting immediately following worship*
- 9:15 a.m. CONFERENCE BUSINESS SESSION
Gathering Music – Jarvis Wilson
Opening Prayer – Colby Mills, Woodland UMC
- “Be a Sower” Grant Testimonial
- Report of the *Journal* Committee
- 10:00 a.m. ORDER OF THE DAY: Connectional Ministries Report
- Blue Lake Strategic Report- Patric Newton, Director
- Communities of Transformation – Katy Wrona, Director
- Tanzania Video
- Special Awards and Recognitions – John McWilliams
- Break
- 10:30 a.m. “Be a Sower” Grant Testimonial
- Action on Standing Rules- Rev. Dr. Kathy Knight*

- Action on Resolutions and Petitions – Rev. Christina Shaver*
- 12:00 p.m. Conference Announcements and Lunch Break
- 1:30 p.m. CONFERENCE BUSINESS SESSION
 Gathering Music – Jarvis Wilson
 Prayer – Lindsey Middleton, Auburn UMC
- Board of Higher Education and Campus Ministries – Rev. Levi Gardner, Chair
- Board of Pension and Health Benefits – Rev. Allison Posell, Chair
Action Item: Past Service Rate
Action Item: Active Health Plan
Action Item: Post-Retirement Medical Plan Sunset
Action Item: Pre-65 Discontinuation
- Report of the Cabinet- Rev. June Jernigan
 Change in Charge Lines
 Property Resolutions
- Where shall the 2023 Session be held?
- 4:30 p.m. Registration Closes
- 5:00 p.m. Fellowship Meal
- 6:30 p.m. CONFERENCE BUSINESS SESSION
 Gathering Music – Jarvis Wilson
 Prayer – Christy Crow Wadsworth, First UMC, Union Springs

Wednesday, June 15

In This Season: Courage

- 8:30 a.m. OPENING WORSHIP
 Sermon: Rev. Jeffery Postell
- Teller Meeting immediately following worship*
- 9:15 a.m. CONFERENCE BUSINESS SESSION
 Gathering Music – Jarvis Wilson
 Prayer – June Headrick, Murphy's Chapel UMC
- "Be a Sower" Grant Testimonial
- Report of the *Journal* Committee

Equitable Compensation- Rev. W. Michael Cobb

ORDER OF THE DAY: Council on Finance and Administration- George Mingledorff

Action Item: 2023 Conference Budget

Action Item: Setting of Minimum Salary

Statistician's Report- Suzanne Krejcar

9:30 a.m. Registration Closes

Break

11:00 a.m. ORDER OF THE DAY
Gathering Music – Jarvis Wilson
Hymn –

Fixing of the 2022-2023 Appointments

Episcopal Address: Bishop David Graves

CONFERENCE BUSINESS SESSION (if needed)

Adjournment *Sine Die*

2022 ANNUAL CONFERENCE MINUTES

Montgomery, Alabama

Sunday, June 12, 2022

Theme: "In This Season"

EVENING SESSION

Sunday, June 12, 2022

Theme: *In This Season: Learning*

OPENING WORSHIP

Dr. Jeff Wilson, District Superintendent of the Montgomery-Opelika and Dothan Districts opened worship by welcoming the members of the conference and offering greetings as the host district.

Worship began with the singing of *Great Is Thy Faithfulness*, and Rev. Sara Shaver led the Call to Worship. Bishop David Graves gave his opening remarks and offered a prayer for Annual Conference.

Notalsia Whiting, Christ UMC Mobile, read the scripture and Bishop R. Lawson Bryan preached a heartfelt sermon based on *Ecclesiastes 3:1-8* entitled, "In This Season." He encouraged the conference to remember the Triune God on this Trinity Sunday, and to stand up in faith, as those called by God. He concluded by inviting all to affirm their faith with The Apostles' Creed.

Jarvis Wilson, Celeste Eubanks and Rev. Darrin Isaac led in worship with inspirational and spirit-filled music and song. Bishop Graves presided over communion.

To celebrate this year's theme of, "In this Season," each day has a specific focus and missional giving recipient. To honor the theme for this evening – *In this season of learning* – the offering will go towards cohorts and the Ministerial Education Fund.

2022 ANNUAL CONFERENCE MINUTES

Montgomery, Alabama

Monday, June 13, 2022

Theme: "In This Season"

MORNING SESSION

Monday, June 13, 2022

Theme: *In This Season: Reflection*

OPENING WORSHIP FOR MONDAY

Worship opened with Rev. Scott Hohn, Trinity UMC, leading the Call to Worship, and Rev. Darrin Isaac and Jarvis Wilson leading in music and song.

Dr. Kitsy Dixon, Spanish Fort UMC, preached the sermon titled "I Remember When God Saw Me," based on *1 Corinthians 13:8-12*. She invited us to remember our own testimonies and the times when God saw and called us – especially in these days and times that are so challenging.

Bishop Graves offered a closing prayer and recessed the session until 9:15am.

CONFERENCE BUSINESS SESSION

The Alabama-West Florida (AWF) Conference of the Southeastern Jurisdiction of The United Methodist Church convened its annual business session at the Dunn-Oliver Acadome, Alabama State University, Montgomery, Alabama, at 9:15 a.m. on June 13, 2022, with Bishop David Graves presiding. It was the 194th annual session since the organization of the Alabama Conference of the Methodist Protestant Church, the 190th annual session since the organization of the Methodist Episcopal Church, the 83rd annual session since the unification of the three branches of The Methodist Church, the 54th annual session since the merger with the Evangelical United Brethren church to form The United Methodist Church, the 50th annual session since the merger with Central Alabama Conference, and the 33rd annual session following the establishment of The Alabama-West Florida Episcopal Area.

The session began with gathering music and singing “And Are We Yet Alive” led by Rev. Darrin Isaac and Jarvis Wilson. Bishop Graves reflected how important and meaningful this hymn is this year, as we are all gathered in person together again.

Bishop Graves welcomed Alabama State University President Quint Ross, who offered greetings and encouragement to the Annual Conference.

As the host district, District Superintendent Dr. Jeff Wilson of the Montgomery-Opelika and Dothan Districts welcomed everyone to the 2022 Annual Conference. He offered words of gratitude to the Annual Conference staff for all the work done to prepare and get us to this new space. He invited the Conference to the fellowship dinner tomorrow night at 5:00pm. Miles Barnhart, Aldersgate UMC, offered an opening prayer.

“BE A SOWER” GRANT TESTEMONIAL

Bishop Graves reminded the Annual Conference of the \$230 “Be A Sower” grants given to sow seeds of discipleship throughout the Conference. Rev. Wes Kelly and Rev. Meghan Kelly, Clanton UMC, offered thanks for the “Be A Sower” grant. They shared how they utilized the grant to help the community reach children in poverty with childcare. Through their pre-school program they were able to multiply the grant to increase enrollment from 50 to 90 students. They also were able to raise additional funds for playground renovations. The presentation was closed with a video from Stella, a 5-year-old who has become an evangelist in the Clanton UMC preschool, inviting several families to church, and who are now connected with the congregation.

OPENING BUSINESS AND ORGANIZATION OF THE CONFERENCE

Bishop Graves recognized Rev. Ashley Davis, Conference Secretary. Rev. Davis reviewed the voting process for this year – by lifting the hand. During votes that may require exact counts, we will use VPoll, which allows the Conference to vote on individual electronic devices. She introduced Scott Casey from VistaCom, who is here to assist. She reviewed the process for voting, and the body practiced voting with VPoll.

Rev. Davis noted the QR Code on the name badge and reviewed how to access missional offering donations, which will go towards the following:
Sunday – Cohorts and the Ministerial Education Fund

Monday – Restoration in the Boy Scouts of America Settlement and the Historically Black Colleges and Universities (HBCU) in our conference: Tuskegee University Wesley Foundation and Alabama State University Wesley Foundation
Tuesday – New Church Starts
Wednesday – Clergy Health

Rev. Davis reviewed the use of green, red, and yellow cards for making motions, noting that they could be picked up at the Check-in desk and in several entranceways to the bar of the conference.

Rev. Davis reminded the body that all motions must be written and submitted to the Conference, and that pages are available to share forms for any written motions.

Setting the “bar” of the conference: Rev. Ashley Davis set the bar of the conference, composed of those who are clergy members as well as laity members elected by their churches, and who are seated between portals 2 and 6 of the arena – sections where red ropes indicate these boundaries. The conference approved.

Setting time limits on speeches and motions: Rev. Ashley Davis noted that for the business before Annual Conference, speeches would be limited to 3 minutes per person, with 3 speeches “For” and 3 “Against.” The conference approved.

Election of assistant secretaries: Rev. Sheila Bates, Rev. Clint McBroom, Rev. Ashley Wilkinson Meyer, and Rev. Ralph Wooten were nominated as assistant secretaries to the conference. The conference approved.

Approval of the 2021 Conference Journal: Rev. Davis moved that the 2021 *Conference Journal* be approved as the official record of the 2021 session of the Alabama-West Florida Annual Conference. Motion carried.

Official Attendance record: Rev. Davis moved the official attendance of the 2022 session of the annual conference be compiled by our district administrators. Motion carried.

Adoption of the 2022 Conference Working Agenda: Rev. Davis reminded the body that an updated copy of the working agenda can be found on the conference

website. Rev. Davis moved adoption of the 2022 Conference Working Agenda. Motion carried.

Presentation of the 2022 Consent Agenda: Rev. Davis moved for the adoption of the 2022 Consent Agenda on page 68 of the *Book of Reports*. Motion carried.

COMMITTEE ON STANDING RULES

Rev. Dr. Kathy Knight presented the Standing Rules as found on pages 8-22 in the *Book of Reports*. She noted that Rule 30 on page 20 is asked to be amended.

The Standing Rules shall lie on the table overnight.

COMMITTEE ON RESOLUTIONS AND PETITIONS

Rev. Christina Shaver noted that the resolutions could be found on pages 23-62 in the *Book of Reports*. She also noted that the resolution beginning on page 47, was withdrawn and could be disregarded.

Point of Order – Rev. Dan Morris, Gulf Breeze UMC

Rev. Morris stated that he and the other signers of the resolutions found on pages 31 and 42 are withdrawing them from consideration.

Point of Order – Rev. Cory Smith and Lindsey Middleton, Auburn UMC

Rev. Smith stated that he and the other signers of the resolution found on page 30 are withdrawing it from consideration. Ms. Middleton invited the body to the Celebrate UMC event at 5pm at Flowers Hall at Huntingdon College.

Bishop Graves then clarified that petitions 2-5 in the *Book of Reports* are withdrawn.

The Resolutions shall lie on the table overnight.

COMMITTEE ON NOMINATIONS

Rev. Ashley Davis thanked the Committee on Nominations for their hard work this year. She presented the Committee on Nominations conference report, found on pages 60-64 in the *Book of Reports*. She noted changes and new members to the Boards, Commission, and Committees of the Annual Conference.

Rev. Davis moved to approve the conference report on the Committee on Nominations.

Point Of Inquiry – Rev. Lester Spencer, St. James UMC
MOTION to nominate 4 people to the Board of Trustees

Bishop Graves paused to clarify that according to parliamentary procedure, only one nomination can be made at a time.

Rev. Spencer nominated William F Hopper in place of Seth Gowan as a lay designee for the Board of Trustees

POINT OF INQUIRY - Vicki Abrams, FUMC Port St Joe requested to speak to the character of one of the nominees; Bishop Graves clarified it was not quite time for that.

MOTION – Rev. Lisa Ausley, Crosspoint UMC
MOTION to nominate Yevonne Davis, as lay nominee in place of Betty Stone for the Board of Trustees

MOTION – Gene Lammers, Fairhope UMC
MOTION to go into Committee on the Whole; Bishop Graves asks to return to this motion once any further nominees are put forward

MOTION – Rev. Allen Newton, Destin UMC
MOTION to nominate Jo Ann Roberts to Board of Trustees in the one-year female lay person position

MOTION – Rev. Rusty Hutson, Gulf Shores UMC
MOTION to nominate Rev. Doug Pennington to Board of Trustees

POINT OF INQUIRY – Rev. Lester Spencer asking to vote soon

MOTION – Gene Lammers, Fairhope UMC
MOTION to go into a Committee of the Whole for a purpose of debate
Seconded
Mr. Lammers spoke to his motion

Bishop Graves explained to the body what happens with a Committee on the Whole

Bishop Graves called for a vote to move into the Committee on the Whole

POINT OF ORDER – Pat Luna, Point Washington UMC

Requesting time for body to consider going to Committee on the Whole

Bishop Graves ruled this out of order and called for a 5-minute stand-up break

Bishop Graves reconvened the body at 10:24am and clarified that the motion to go into the Committee on the Whole is debatable, so we will have speeches FOR and AGAINST going into the Committee on the Whole

POINT OF INQUIRY – Bill Richardson, First UMC

Question to clarify that debate will only involve 3 speeches “FOR,” 3 speeches “AGAINST” and 3-minute time limitation for each speech

Speeches FOR and AGAINST Going into the Committee on the Whole

AGAINST 1

Rev. Lester Spencer, St. James UMC

FOR 1

Rev. Jake Brady, St. Luke UMC

AGAINST 2

Rev. Steve Winton, Troy FUMC

FOR 2

Pat Luna, Point Washington UMC

AGAINST 3

Rev. Larry Bryars, Stockton/Latham UMC

Bishop Graves called these comments out of order

FOR 3

Rev. Cory Smith, Auburn UMC

POINT OF ORDER

Rev. Darren McClellan, Fairhope UMC

Request made to limit the amount of time on this issue to noon today; Bishop Graves clarified that if it passes, then we could do this, but until it passes, we do not need to vote on time limits

POINT OF ORDER

Rev. Ralph Sigler, Harvest UMC

Question about having another speech against; Bishop Graves clarified that all speeches were fulfilled

Bishop Graves paused for 2 minutes and called for the body to be in a spirit of prayer while he conferred.

Bishop Graves called session back to order at 10:41am.

CALL FOR VOTE – COMMITTEE ON THE WHOLE

Bishop Graves called for a vote on the motion for going into the Committee on the Whole. Motion failed with the following vote totals:

Yes: 229 (39.48%)

No: 351 (60.52%)

MOTION – Dana Brady, St. Luke UMC

MOTION to refer this matter to the Committee on Nominations

Seconded

Speeches FOR and AGAINST referral to the Committee on Nominations

AGAINST 1

Rev. Rurel Ausley, Crosspoint UMC

FOR 1

Rev. Geoffrey Lentz, Port St. Joe UMC

AGAINST 2

Rev. Matt O'Reily, Hope Hull UMC

FOR 2

Rev. Amy Persons, Point Washington UMC

AGAINST 3

Rev. Ralph Sigler, Covenant UMC

FOR 3

Rev. Dana Brady, St. Luke UMC

VOTE on whether to refer to the Nominations Committee

Yes: 248 (40.92%)

No: 358 (59.08%)

Bishop Graves called a recess to prepare for Memorial Service and noted that we would pick this work back up later.

Bishop Graves closed the morning session with prayer.

Recessed 10: 56am

ORDER OF THE DAY – SERVICE OF REMEMBRANCE AND HOLY COMMUNION

The worship service of Remembrance and Holy Communion honored those who passed since the 2021 Annual Conference Session.

Rev. Mark Lilly, Pace First UMC, led the Call to Worship after the singing of the opening hymn, *For All the Saints*.

Rev. Allison Posell read the scripture from *Genesis 1:1-3* and *Romans 8:38-39*, and preached a sermon titled "Present Before."

Thirty-six clergy and spouses who died during the past year were named and their lives commemorated.

Bishop Graves presided over communion, and following worship, the conference recessed for lunch.

CONFERENCE BUSINESS SESSION

Bishop Graves called the Conference Business Session to order at 1:30pm.

Conference opened with the hymn, *It is Well*, led by Rev. Darrin Isaac and accompanied by Jarvis Wilson. YoungKap Kim, The Lord's Church of Montgomery led the prayer.

LAITY ADDRESS

Ms. Beverly Maddox, Conference Lay Leader offered greetings from the Conference Board of Lay Leaders. She noted that the laity report could be found on pages 190-192 and 209-211 in the *Book of Reports*.

A video was shown from United Women in Faith, formerly United Methodist Women.

A video was shown from United Methodist Men.

Ms. Maddox recognized Debbie Reswell (United Women in Faith) and Alan Dunham (United Methodist Men). She encouraged each church to reach out to them and reinvigorate women's and men's ministries with them.

Ms. Maddox thanked Judy Ryder for her outstanding accomplishments in lay servant ministry. She shared that Bruce Knecht would be the next conference lay servant director.

Ms. Maddox invited the Annual Conference to remember that we are the church, and this is holy ground we share this week. This is Ms. Maddox's final address as Conference Lay Leader and she offered her gratitude for the chance to serve.

Ms. Maddox was recognized for her faithful years of service as Conference Lay Leader.

LAMENT OF HARM DONE TO BOY SCOUTS

Bishop Graves noted that when Annual Conference was being planned, they sensed a need for prayer and confession in the ways that the church has failed to

uphold our first general rule: Do No Harm. The lamentations and remembrances today are the result of that planning.

Alan Dunham, Vaughn Nichols, Rev. June Jernigan, Suzanne Krecjar, and Beverly Maddox all led in planning and offering the lament.

LAMENTATION OF THE HISTORY OF RACISM IN OUR CONFERENCE

Bishop Graves reminded the body that in 2020, he created a taskforce on racism, which is now the Coalition on Disrupting and Dismantling Racism.

Rev. Jackie Slaughter, Rev. Katrina Paxon, Rev. Alan Gantzhorn, Rev. Jack Hinnen, Kristi McClellan, and Cathy Givan all led in planning and offering a time of worship and lament.

Goals of the Taskforce: Suggest we get this text from Kristi and place in the minutes

Recessed for 5 minutes.

Bishop called the body back to order at 2:51pm

BOARD OF ORDAINED MINISTRY

Dr. Jim Sanders, Chair of the Board of Ordained Ministry, presented the Board of Ordained Ministry Report. He recognized the Board of Ordained Ministry members, executive committee, District Committee on Ministries members, Rev. Jenni Hendrix (Director of Ministerial Services) and Mrs. Erika Glawson, Executive Assistant.

Dr. Sanders reviewed the 6 characteristics of future church leaders and encouraged the body to be on the lookout for those who may be receiving a call.

Dr. Sanders introduced Rev. Dunford Cole, who is Chair of the Licensed Local Pastors.

Recognition of Licensed Local Pastors who completed Course of Study

Anita Brown

Greg Brown

Chad Johnson

Teresa Johnson

Brad Zimenek

Recognition of First-Time Licensed Local Pastors

Full-time:

Kevin Blair

Part-time:

Wayne Brown

Keith Badowski

Jason Hanna

Andrew Kogutz

Chris Krol

James Lavender

Brenda Lewis

Brian May

Toby Milstead

Kailie Beth Smith

Bishop Graves thanked these local pastors for receiving God's call, stepping forward and receiving a license, noting that we are all in the family of clergy. Bishop Graves encouraged them.

Recognition of Commissioning and Ordination classes

Dr. Sanders called Rev. Brian Miller, Chair of the Order of Elders and Rev. Kathy Jorgenson, Chair of the Order of Deacons, to present those candidates for provisional membership and full connection.

Rev. Brian Miller presented those candidates for provisional membership as elders:

Provisional Elders

Tyler Cox

Melanie Faust

Robert "Tripp" Gullledge

Rev. Kathy Jorgenson presented those candidates for full connection as deacons:

Deacons in Full Connection

John Kevin Lazarus

Rev. Miller presented those candidates for full connection as elders:

Elders in Full Connection

Brian Dovey

Jennifer Gregory

Faith Perry

Lucas Tribble

Bishop Graves asked the historic Wesleyan questions of those to be ordained into full connection.

The Conference body approved the ordination of the candidates.

Recognition of Clergy in Extension Ministries and Appointments Beyond the Local Church

Rev. Amy Persons, Chair of the Conference Relations Committee of the Board of Ordained Ministry introduced clergy in extension ministries. Clergy introduced themselves and shared where they serve.

Rev. Persons read the names of the clergy who are retiring at this Annual Conference and recognized 23 Retiring Clergy who served a total of 653.5 years in ministry.

Rurel Ausley

Ouida Barefoot

Travis Barnes

Lee Bateman

Rachel Baxter

Butch Cousins

Brian Dale

David Edwards

Neil Epler

Jabe Fincher

James Jeffcoat

June Jernigan

Scott Kaak

Jeffrey Kagoro

Lynn Smiley Nesbitt

Michael Ramsey

Jim Sanders
Kenna Sapp
Tom Sharon
Matthew Stevens
Cooper Stinson
Wesley Wachob
Cam West

Bishop Graves offered words of thanks to those retiring.

Rev. Persons recognized the retirement classes of 2021 and 2020 as well, to a standing ovation from the body. Rev. Persons led the body in a litany of prayer for the retirees.

Dr. Sanders moved approval of the report of the Board of Ordained Ministry. The motion carried.

Dr. Karl Stegall, President of the Seminary Scholarship Foundation, rose to encourage the body to continue nurturing those who may be called into the ordained ministry.

Bishop Graves called for a 5-minute break.

Bishop Graves called the body back to order at 4:01pm

BOARD OF TRUSTEES REPORT

Dr. Olivia Poole, Chair of the Board of Trustees, thanked the members of the Board of Trustees and named each one. She also offered those who resource the Board of Trustees. She noted that the four churches seeking disaffiliation have followed the disaffiliation process as identified in *The Book of Discipline*, paragraph 2553. She reviewed the requirements they met.

Action Item: Local Church Disaffiliations

Pentecost UMC is the first church of the four to be voted on before the body.

POINT OF ORDER

Ralph Peterson, Gulf Breeze UMC

Request for Bishop's decision for questions of law: Referencing the Book of Discipline, paragraph 2609.6, Mr. Peterson asks whether the actions of the Annual Conference, in approving the disaffiliation, negates and violates paragraph 2553 of The Book of Discipline. In addition, he shared that the process defined by Judicial Council decision 897 says that if you have requests for ruling of law, it is still appropriate and is the better procedure for the Annual Conference.

Bishop Graves asks for the request to be brought to the front. He will review it this evening and states that the body will come back to this tomorrow.

"Be A Sower" Grant Testimonial

Rev. Gordon Carnes, Grove UMC used the grant to get a speaker/karaoke machine and bibles so that he could hold an outside service called Biker Church. He disciples and leads worship for community of motorcycle riders.

Bishop Graves recessed the Annual Conference at 4:18pm for the Service of Ordination and Commissioning.

EVENING SESSION
Monday, June 13, 2022

SERVICE OF ORDINATION AND COMMISSIONING

The Service of Ordination and Commissioning began with the processional at 7:00pm at First United Methodist Church, Montgomery, Alabama.

Bishop Debra Wallace-Padgett preached the sermon on *Ecclesiastes 3:1-8, Acts 2:46-47* and *Matthew 28:16-20* entitled "The Right Season to Make Disciples."

Special pre-service and service music was led by Dr. James D. Seay, III and the Cathedral Choir of Montgomery FUMC.

The conference commissioned 3 candidates as Provisional Elders.

The conference ordained into full connection, 1 Deacon and 4 Elders.

A special offering for the Ministerial Education Fund was taken.

2022 ANNUAL CONFERENCE MINUTES

Montgomery, Alabama

Tuesday, June 14, 2022

Theme: "In This Season"

MORNING SESSION

Tuesday, June 14, 2022

Theme: *In This Season: Hope*

OPENING WORSHIP FOR TUESDAY

Jarvis Wilson and Rev. Darrin Isaac led opening worship with "Come Lord, Jesus." Joseclyne Cutchens served as liturgist. Rev. Darrin Isaac led "Lord Come to Us." Rev. Grant Parker brought the message from selected verses, titled "Hope." Rev. Darrin Isaac led the final hymn "My Hope is Built."

CONFERENCE BUSINESS SESSION

Bishop Graves called the business session to order at 9:20 am. Sara Smith, Auburn UMC gave the opening prayer.

"Be A Sower" Grant Testimonial from Rev. Barbara Brewi, Sunflower, UMC/Aldersgate, UMC – Mt. Vernon. Sunflower United Methodist Church noticed there were temporary workers at a nearby campground. Taking their seed funding they printed door hangers to place on the campers. They planted a seed with the owner of the campground and have been welcomed to post these multiple times a year. Since this project began, the church itself has become incredibly generous.

REPORT OF THE JOURNAL COMMITTEE

Having reviewed minutes from Sunday and Monday, June 12 and 13, 2022, Rev. Gillian Walters, Chair of the Journal Committee, found the minutes from Monday to be in order and moved to accept the minutes.

The motion to accept the minutes carried.

ORDER OF THE DAY: CONNECTIONAL MINISTRIES REPORT

A video of the Connectional Ministries Report with Mary Catherine Phillips (Director of Communications), interviewing Celeste Eubanks (Director of

Leadership Strategies) and Rev. Ashley Davis (Director of Connectional Ministries). The report highlighted a focus on learning, clergy cohorts, and zoom times apart that clergy have engaged well. The “Laity Equipping Laity” video series was highlighted as they discussed transitioning into their new roles as the Director of Connectional Ministries and the Assistant to the Bishop.

Bishop Graves offered his words of gratitude and appreciation to the Conference staff.

BLUE LAKE

Bishop recognized Patrick Newton, Director to give the Blue Lake Strategic Report. Giving thanks to the staff, individuals, and churches for their prayers and support of Blue Lake. Mr. Newton gave an update on the Blue Lake Strategic Plan. Mr. Newton offered thanks to the many individuals and churches who have supported Blue Lake with prayers, gifts and service – particularly in the last 2 years during the pandemic. The conference offered appreciation with applause. Mr. Newton reviewed the aspects of the Strategic Plan that have already been accomplished and/or are in process. Of note, the camp now has fiber internet and is fully open this summer. He shared the ongoing goals, noting fundraising and debt-retirement are focal points. Blue Lake is celebrating 70 years of ministry and remains a vital ministry to multiple generations.

COMMUNITY OF TRANSFORMATION

Bishop thanked the conference for having more Communities of Transformation across the conference and recognized Katy Wrona, Director of Communities of Transformation. Ms. Wrona celebrated 8 sites and their accomplishments throughout the conference. Over a 180 volunteers and families have been impacted by Communities of Transformation. COT began in 2013 and today there are 8 sites across the Conference to help participants in more holistic ways. Ms. Wrona offered her thanks to Rev. Ashley Davis for all her work and leadership. Churches are invited to experience and learn more about COT through workshops and multiple opportunities. A moving video was shown to share a personal testimony of a family participating in COT.

GLOBAL MINISTRIES REPORT

Katy Wrona, as the Global Ministries Secretary shared the 2021 Giving Report for the Annual Conference, which resulted in a giving total of \$259,921.40. In the coming months, more information will be available about the Renfro Grant for small rural UMC congregations.

TANZANIA PARTNERSHIP

Kathy Wrona introduced the Tanzania Video. Rev. Eric Soard, Executive Director of Wesley College gave an update on the church growth and scholarship efforts in Tanzania.

SPECIAL AWARDS AND RECOGNITIONS

John McWilliams of First UMC Montgomery, returned as the 2022 Awards Ceremony Host and presented the winners of this year's awards:

The Alice Lee Award – Rev. June Jernigan

The Harry Denman Evangelism Clergy Award – Rev. Terry Tatum

The Harry Denman Evangelism Laity Award – Ashley Whiting

One Matters Award – Satsuma UMC

Jane Walker Scholarship Award – Rev. Kristen Curtis Wright and Jennifer Knox

The Francis Asbury Award will be presented this afternoon

Recipients of awards from 2020, 2021 and 2022 were recognized and affirmed with applause.

Bishop Graves called for recess until 10:35am.

Break

Bishop Graves called the session back to order at 10:35am

“Be A Sower” Grant Testimonial

Dr. Darren McClellan, Fairhope UMC explained how they discerned the church's deep love and appreciation to Thomas Hospital. After dreaming of what they could do for overworked pandemic frontline workers, they took 71 baskets of snacks based on 71 stations at the hospital. They began to receive letters from workers expressing their sincere appreciation and began to have a reputation for helping those in a community. To conclude their report, they threw snacks into the audience.

ACTION ON STANDING RULES

Rev. Dr. Kathy Knight presented the one proposed change for the Standing Rules – Rule 30 – found on page 20 of the 2022 *Book of Reports*. She explained the amendment brings the Annual Conference in line with paragraph 631 of the *Book of Discipline*. She then moved the approval of the report.

MOTION – Rev. Jean Tippit, Marianna-Panama City and Pensacola District Superintendent

Friendly amendment to change “UMW” to “UWF” to represent the change in name from United Methodist Women to United Women in Faith.

Dr. Kathy Knight indicated the Committee would accept that amendment.

The motion carried.

Yes 635

No 19

POINT OF INQUIRY – Rev. Steve Reneau, Elba First and Ham UMC

Did that simply change the acronym from UMW to UWF only in that one section of the Standing Rules?

Bishop Grave – yes

MOTION

Rev. Reneau moved that any reference in the Standing Rules of UMW be changed to UWF to reflect the name change throughout the Standing Rules

Seconded

Vote on changing Standing Rules references from UMW to UWF

Yes 624

No 26

POINT OF INQUIRY – Beverly Maddox
Do we need to do the same for United Methodist Men?
Bishop Graves – let’s defer to find out.

ACTION ON RESOLUTIONS AND PETITIONS

Rev. Christina Shaver overviewed the work of the Committee on Resolutions and Petitions

POINT OF INFORMATION – Rev. Lester Spencer, St. James UMC
In the spirit of compromise, all three resolutions are being withdrawn, those found on pages

Bishop Graves clarifies that 7 all resolutions have been withdrawn.

MOTION – Rev. Matt O’Reilly, Hope Hull UMC
Motion on the Fair Use of Conference Assets

WHEREAS, the authority to adopt and implement a plan for the payment of pension obligations is given to the annual conference under ¶1506.6 of The Book of Discipline, which requires that “Each annual conference shall develop, adopt, and implement a formal comprehensive funding plan or plans for funding all of its benefit obligations”;

WHEREAS, ¶2553.4.d instructs that “the annual conference will determine the local church’s share” of the unfunded pension liability;

WHEREAS, the Alabama West-Florida Conference has more than \$50 million in assets;

WHEREAS, as of April 30, 2022, those assets include \$29,924,680 in the Pension and Health Benefits fund and \$5,178,551 in the Conference Reserves fund;

WHEREAS, upon the ratification of churches disaffiliating at the June 2022 session of the Alabama West-Florida Annual Conference, the Pension and Health Benefits fund will receive an additional \$2,470,230 for the unfunded pension liability and another \$1,214,315 for the post-retirement medical obligation bringing the total balance of that fund to more than \$33,600,000;

THEREFORE, the 2022 Session of the Alabama West-Florida Conference directs that the following funding plan for meeting the annual conference's unfunded mandatory clergy pension liability be implemented immediately:

that \$25,000,000, comprised of \$22,500,000 from the Pension and Health Benefits fund and \$2,500,000 from Conference Reserves fund, be designated for future payment against the unfunded mandatory clergy pension liability of the Alabama West-Florida Conference should payment become necessary,

that the Alabama West-Florida unfunded pension liability be adjusted by reduction to account for this \$25,000,000 designation of assets, and

that the new adjusted unfunded pension liability be apportioned using the current apportionment formula to churches that have either (a) participated in direct bill for clergy pension and health benefits or (b) contributed to Alabama West-Florida Conference assets through the payment of at least 50% of apportionments over the last ten years.

MOTION SECONDED

Rev. O'Reilly spoke to his motion.

POINT OF INQUIRY – Rev. Jim Sanders, FUMC Dothan
Can the body receive a written copy of this motion?

POINT OF INQUIRY – Rev. Jay Cooper, FUMC Montgomery
MOTION to table the motion until after the Board of Pension and Health Report after lunch.

MOTION SECONDED

POINT OF INQUIRY – Gene Lammers, Fairhope UMC
Questioned if any of this was in order, per Standing Rule 4
Bishop Graves ruled his question out of order since there is a motion on the floor.

POINT ON INQUIRY – Daniel Randall, Lillian UMC

Questioned whether the Treasurer's Office could speak to this?

POINT OF INQUIRY – Rev. Lester Spencer, St. James UMC
Motion makers support tabling and have copies to pass out.

Bishop Graves says pages and tellers can help get the copies passed out.

Vote to Table the Motion until after the Board of Pension and Health Benefits Report.

Yes 645
No 18

The motion will be tabled.

RETURN TO NOMINATIONS

Bishop Graves reminded the body that 4 persons were nominated from the floor; the vote to move to the committee on the whole failed; the process now is to take one position at a time, the 3 nominees with 3 speeches FOR and 3 speeches AGAINST each person:

Clergy Position

Rev. Emily Kincaid and Rev. Doug Pennington

POINT OF INQUIRY – Mark Birdie, Dauphin Way UMC
How will we know if new nominees have conflict of interest?
Will we hear from Nominations Committee about each nominee?

POINT OF INFORMATION – Rev. Matt O'Reilly, Hope Hull UMC
If a conflict of interest is found later, then regular nominations committee will review.

MOTION TO CALL TO QUESTION AND MOVE TO VOTE – Rev. Craig Carter, Lynn Haven UMC.

Bishop Graves clarified that there must be at least 2 speeches before we can Call to Question.

FOR 1 EMILY KINCAID – Rev. Robin Wilson, Dothan FUMC

POINT OF INQUIRY – Rev. Jim Sanders, Dothan FUMC

Is it possible to ask questions for those who are nominated?

Bishop Graves – not unless we had gone to committee of the whole.

POINT OF INQUIRY – Rev. Jake Brady, St. Luke UMC

Can we hear again a clarification from the original maker of the motion to bring new nominees?

AGAINST 1 REV. EMILY KINCAID – Rev. Lester Spencer, St. James UMC

Rev. Lester Spencer, St. James UMC responds

Nominations he made would bring “better balance” in terms of theological viewpoints – those who see themselves to be traditionalist

Bishop Graves ruled this as a speech against

POINT OF INQUIRY – Rev. Matt O’Reilly, Hope Hull UMC

POINT OF INFORMATION – Fran Clement, Gulf Shores UMC

Difficult to hear so please articulate clearly and slowly.

POINT OF INFORMATION – Rev. Olivia Poole, St. Luke UMC, Chairperson of the Conference Board of Trustees. We do not have the ultimate power to discern disaffiliations – we follow the Book of Discipline, and we do so accurately, with fairness and integrity; calling into question the fairness of our work is inappropriate.

POINT OF INQUIRY – Rev. Dan Morris, Gulf Breeze UMC

Is this contradictory to the fiduciary responsibility of the Conference?

Bishop Graves clarified that everything is in order.

FOR 2 REV. EMILY KINCAID – Rev. Brian Miller, Aldersgate UMC

FOR 1 REV. DOUG PENNINGTON – Rev. Rurel Ausley, Crosspoint UMC

Bishop Graves paused and reviewed where we are.

FOR 2 REV. DOUG PENNINGTON – Rev Allen Newton, Destin UMC

FOR 3 REV. EMILY KINCAID – Rev. Dana Brady, St. Luke UMC

POINT OF INQUIRY – Rev. Andy Gartman, FUMC Atmore

Question for Rev. Doug Pennington: Will you remain in the UMC until 2026 (the extent of the Board of Trustees nominee commitment and will be you be loyal to the BOD during that time?

POINT OF INFORMATION – Rev. Matt O’Reily, Hope Hull UMC

Respectfully reminds the chair that he previously indicated there would not be questions of individual nominees while we are not in a Committee on the Whole.

VOTE ON BOARD OF TRUSTEES CLERGY POSITION

Rev. Emily Kincaid – 340 (50.67%)

Rev. Doug Pennington – 331 (49.33%)

ANNOUNCEMENTS

Rev. Ashley Davis offered congratulations to Meg Roberts for her United Methodist Credit Union Scholarship

She offered instructions for lunch.

LUNCH BREAK UNTIL 1:30pm

2022 ANNUAL CONFERENCE MINUTES

Montgomery, Alabama

Tuesday, June 14, 2022

Theme: "In This Season"

AFTERNOON SESSION

Tuesday, June 14, 2022

Theme: *In This Season: Hope*

Bishop Graves called the Conference Business Session to order at 1:30pm.

Conference opened with the hymn, *Grace That Is Greater Than All Our Sin*, led by Rev. Darrin Isaac and accompanied by Jarvis Wilson. Lindsay Middleton of Auburn University and certified candidate for ministry led the prayer.

Bishop Grave welcomed those watching the livestream online.

BOARD OF HIGHER EDUCATION AND CAMPUS MINISTRIES

Rev. Levi Gardner gave the report from the Board of Higher Education and Campus Ministries. He noted the impact of the Wesley Foundation in our conference and encouraged the continued support of campus ministries.

Rev. Levi Gardner introduced The Francis Asbury Award, which recognizes the contribution of individuals to higher education and campus ministry. The 2022 award is given to Dr. Delores Alexander.

COMMITTEE ON NOMINATIONS

Bishop Graves returned to the Committee on Nominations conference report, found on pages 60-64 in the Book of Reports. The Bishop suggested simply inviting speeches in favor of each candidate rather than using the colored cards. The speeches and votes for each candidate were as follows:

Nomination for Board of Trustees from the Committee: Betty Stone

Nomination for Board of Trustees from the floor: Yevonne Davis

FOR BETTY STONE 1

Mr. Tatum Turner, Chatom UMC

FOR YEVONNE DAVIS 1

Rev. Misty Barrett, Headland UMC

FOR BETTY STONE 2

Rev. Erin Bevis, Thomasville UMC

FOR YEVONNE DAVIS 2

Marilyn Skipper, Abbeville UMC

FOR BETTY STONE 3

Rev. Michael Precht, Dauphin Way UMC

FOR YEVONNE DAVIS 3

Rev. Lisa Ausley, Crosspoint UMC

POINT OF INQUIRY – Dale Pancake, First UMC Andalusia

Question whether Bishop Graves' statement four years ago of the difficulty of leading conference was still true. Bishop Graves answered that it is.

CALL FOR VOTE – BOARD OF TRUSTEES

Bishop Graves called for a vote on this position on the Board of Trustees. Betty Stone was elected with the following vote totals:

Yes: 356 (52.4%)

No: 323 (47.6%)

Nomination for Board of Trustees from the Committee: Seth Gowan

Nomination for Board of Trustees from the floor: William Hopper

FOR SETH GOWAN 1

Rev. Jay Cooper, Montgomery 1st UMC

FOR WILLIAM HOPPER 1

Rev. Steve Winton, Troy 1st UMC

FOR SETH GOWAN 2

Bill Richardson, Montgomery 1st UMC

FOR WILLIAM HOPPER 2

Rev. Jeremy Smith, Crosspoint UMC

FOR SETH GOWAN 3

Rev. Gillian Walters, Montgomery 1st UMC

FOR WILLIAM HOPPER 3

Rev. Matt O'Reilly, Hope Hull UMC

CALL FOR VOTE - BOARD OF TRUSTEES

Bishop Graves called for a vote on this position on the Board of Trustees. William Hopper was elected with the following vote totals:

Yes: 358 (52.6%)

No: 322 (47.3%)

Nomination for Board of Trustees from the Committee: Carolyn Witten

Nomination for Board of Trustees from the floor: JoAnne Roberts

FOR CAROLYN WITTEN 1

Rev. Geoffrey Lentz, Port St Joe UMC

FOR JOANNE ROBERTS 1

Rev. Sean Rezek, Trinity UMC Opelika

FOR CAROLYN WITTEN 2

Vicky Abrams, Port St Joe UMC

FOR JOANNE ROBERTS 2

Rev. Ralph Sigler, Harvest UMC

FOR CAROLYN WITTEN 3

Rev. Jeremy Pridgeon, Panama City 1st UMC

FOR JOANNE ROBERTS 3

Rev. Matt Mobley, Cornerstone UMC

CALL FOR VOTE - BOARD OF TRUSTEES

Bishop Graves called for a vote on this position on the Board of Trustees. JoAnne Roberts was elected with the following vote totals:

Yes: 355 (52.2%)

No: 324 (47.7%)

Bishop Graves noted that with the Election of the Board of Trustees now complete, the Nominations Report is now properly before the body.

POINT OF INQUIRY - Ralph Peterson, Gulf Breeze UMC

Mr. Peterson rose to ask a question, but with the full report of the Nominating Committee before us, Bishop Graves clarified that we must take care of that first

POINT OF PERSONAL PRIVILEGE - Rev. Lucas Tribble, FUMC Montgomery

Can we send a note of appreciation to Seth Gowan and Carolyn Witten?

Bishop Graves – yes

Break at 2:47

Bishop Graves called the body back to order at 4:00 pm

Rev. Darrin Isaac, and Jarvis Wilson led the conference in singing *Victory in Jesus*.

CONFERENCE BOARD OF PENSION AND HEALTH BENEFITS

Rev. Allison Posell, Chair of the Conference Board of Pension and Health Benefits, gave the 2022 report, found on pages 115-146 in the *Book of Reports*.

The Board continues to offer retirement seminars to active members and Rev. Posell encouraged all to participate.

Conference Treasurer Suzanne Krejcar reviewed the Comprehensive Funding Plan. She noted that we look at all our assets and obligations with regards to pension. We allocate everything we have to everything we owe – we send it to Wespath and they give us their seal of approval – means we have enough assets on the funding basis to cover liabilities

There are 4 funds at local level used as a gap stop for our active health plan – have 2 years’ worth of medical claims sitting at the foundation “just in case” – we are self-insured so we like to keep reserves to service those claims. As of 1:00pm today the fund held \$29,817,000 for said claims. The Board received a favorable opinion of the funding plan, and a full funding plan can be requested from the Treasurer’s office.

Rev. Posell also noted that the make-up of the Board of Pensions is consistent with the Book of Discipline requirements.

Action Item: Past Service Rate

Bishop Graves noted that the Board Proposal for an increase in the 2023 Pre-82 Past Service Rate is properly before us:

Retired Clergy – \$837

Surviving Spouse – \$585

Vote on 2023 Pre-82 Past Service Rate

Yes – 627 (97.82%)

No – 14 (2.18%)

The motion carries.

Rev. Posell reviewed multiple resources available to clergy:

UMPIP

Investment Plan

Wellness Initiative

Board Reports 4 and 6 are properly before the body at this time.

POINT OF INQUIRY - Rob Gullledge, Ecclectic UMC

Is this inclusive of Report 3?

Rev Posell: No, this is Report 4 (Pension) and Report 6 (Comprehensive Funding Plan)

Vote on Reports 4 and 6

Yes – 633 (99%)

No – 6 (1%)

Rev. Posell reviewed proposed changes for the body, and reminded the Conference that this is all on the conference website with FAQ

Action Item: Active Health Plan

Clergy will now have two options for their health insurance plan:

Option 1: BCBS PPO Plan (current plan)

Option 2: Preferred Blue HDHP plan (new and optional high deductible, health savings account plan)

POINT OF INQUIRY - Rev. Jackie Slaughter, Metropolitan UMC. Is the amount donated annually to each clergy's account who chooses the HDHP plan \$2000 or \$2500? The amount was confirmed to be \$2500.

Vote on Active Health Plan

Vote completed by raising of hands

The plan is approved

Action Item: Post-Retirement Medical Sunset Plan

If a clergy is currently using the Post-Retirement Medical Plan they will be able to continue using it. This plan will no longer be available for future retiring clergy.

POINT OF INQUIRY - Richard Ferguson, Trinity UMC Prattville

Question about what will replace the post-retirement insurance plan.

ANSWER - This is why the Board will be encouraging the Preferred Blue HDHP plan as a means to save for post-retirement medical expenses.

POINT OF INQUIRY – Rev. Rob Gullledge, Ecclectic UMC. Are we expecting everyone to move into the high deductible savings plan?

ANSWER - Suzanne Kretzkar – this is a shift from a conference responsibility to an individual responsibility. The conference will continue to provide the resources.

Vote on Post-Retirement Medical Sunset Plan

Yes – 523 (84.4%)

No – 97 (15.6%)

The plan is approved

Action Item: Pre-65 Discontinuation

Vote on Pre-65 Discontinuation

Vote completed by raising of hands

The plan is approved.

The Bishop called for a break until 4:00PM.

Bishop Graves called the Conference back to order at 4:00pm.

MOTION ON THE FAIR USE OF CONFERENCE ASSETS was properly before the body. The motion is as follows:

Motion on the Fair Use of Conference Assets

I move the following:

WHEREAS, the authority to adopt and implement a plan for the payment of pension obligations is given to the annual conference under ¶1506.6 of *The Book of Discipline*, which requires that “Each annual conference shall develop, adopt, and implement a formal comprehensive funding plan or plans for funding all of its benefit obligations”;

WHEREAS, ¶2553.4.d instructs that “the annual conference will determine the local church’s share” of the unfunded pension liability;

WHEREAS, the Alabama West-Florida Conference has more than \$50 million in assets;

WHEREAS, as of April 30, 2022, those assets include \$29,924,680 in the Pension and Health Benefits fund and \$5,178,551 in the Conference Reserves fund;

WHEREAS, upon the ratification of churches disaffiliating at the June 2022 session of the Alabama West-Florida Annual Conference, the

Pension and Health Benefits fund will receive an additional \$2,470,230 for the unfunded pension liability and another \$1,214,315 for the post-retirement medical obligation bringing the total balance of that fund to more than \$33,600,000;

THEREFORE, the 2022 Session of the Alabama West-Florida Conference directs that the following funding plan for meeting the annual conference's unfunded mandatory clergy pension liability be implemented immediately:

1. that \$25,000,000, comprised of \$22,500,000 from the Pension and Health Benefits fund and \$2,500,000 from Conference Reserves fund, be designated for future payment against the unfunded mandatory clergy pension liability of the Alabama West-Florida Conference should payment become necessary,
2. that the Alabama West-Florida unfunded pension liability be adjusted by reduction to account for this \$25,000,000 designation of assets, and
3. that the new adjusted unfunded pension liability be apportioned using the current apportionment formula to churches that have either (a) participated in direct bill for clergy pension and health benefits or (b) contributed to Alabama West-Florida Conference assets through the payment of at least 50% of apportionments over the last ten years.

POINT OF INQUIRY - Rev. Alan Gantzhorn, Eufala UMC
Has the Chancellor explored the legal ramifications?

Chancellor Bob Northcutt responds: No, because he is not qualified, however the concern is valid because the motion has serious legal implications and consequences. The ramifications of a pension shortfall are very serious. This should be studied closely by experts and a recommendation made to the conference.

POINT OF ORDER - Gene Lammers, Fairhope UMC
This looks like a resolution, and this is in violation of our Standing Rules. He believes this motion is out of order.

Bishop Graves clarifies that motion can be brought before the body of the Annual Conference.

POINT OF INQUIRY - Rev. Greg McKinnon, Crosspoint UMC

Rev. McKinnon asked if the Wespath Representative could share his thoughts on what the Chancellor said about the Fair Use Motion.

Response from Peter Hang, Wespath Representative: He defers to the Chancellor and confirms concerns and the use of caution.

MOTION TO REFER - Rev. Jeff Wilson, District Superintendent

Motion to refer this to the Board of Pensions and Health Benefits to report back to the body at the next regularly scheduled annual conference

MOTION SECONDED

Rev. Wilson spoke to his motion.

Bishop Graves reviewed where we are procedurally, and indicated that the body could speak FOR, AGAINST, make AMENDMENTS, ask questions, etc.

AGAINST REFERRAL 1 - Rev. Rurel Ausley, Crosspoint UMC

POINT OF INQUIRY - Rev. Doug Pennington

Is it appropriate for Conference Treasurer and CFA speak to this?

RESPONSE: Suzanne Krecjar, Conference Treasurer, overviewed our current fund situation.

George Mingledorff, Chair of CFA, believes this is doable and would benefit all churches in AWF AC. Rev. Allison Posell, Chair of Conference Board of Pension and Health Benefits, stated that because of wise decisions, we have come to a place where we are stable financially. We should continue to make wise decisions.

FOR REFERRAL 1 - Rev. Amy Persons, Point Washington UMC

AGAINST REFERRAL 2 - Fran Clements, Gulf Shores UMC

FOR REFERRAL 2 - Rev. Wesley Wachob, FUMC Pensacola

POINT OF INQUIRY - Bill Richardson, FUMC Montgomery

POINT OF INQUIRY - Rev. Barbara Brewi – Sunflower UMC
What is an unfunded pension liability?

RESPONSE - Suzanne Krecjar stated that if we take every pastor, what is the total cost for the pensions for all of the pastors in our conference if we had to pay it all today? That is the pension liability. The unfunded liability is when you don't have the cash in the bank to pay that liability.

POINT OF INQUIRY - Bill Nelson, Spanish Fort UMC
Could this be debated and voted on at the Special Session in November?
Bishop Graves response: No we cannot. That is for local disaffiliations only

POINT OF INQUIRY - Rev. Jennifer Rezek, Hatchechubbee UMC
Is this really a win-win for all churches?
Response: Bishop Graves state that he could not answer that

AGAINST REFERRAL 3

POINT OF INQUIRY - Debra Couch, Highland Park UMC
Why can't we get the information needed to deal with this motion?
Bishop Graves calling this a speech AGAINST

POINT OF INQUIRY - Rev. Ed Glaize, Boone UMC
Question about deadlines for disaffiliation – it's in December 2023; would there be a 6-month difference between next Annual Conference and final date for disaffiliation

FOR REFERRAL 3 - Rev. Cory Smith

POINT OF INQUIRY - Rev. Cory Smith, Auburn UMC
If Wespath and the Treasurer's office don't understand that, why would we vote on this?
Bishop Graves calling this a speech FOR

POINT OF INQUIRY - Tony Barnes, Chickasaw UMC

If no one disaffiliates, would that lower the draw vs if 10% of the clergy leave the Annual Conference, how would that affect the pension liability?
Answer: Departing clergy have their pension balance paid out to them.

POINT OF INQUIRY - Pat Luna, Point Washington UMC

Could we have another special session of Annual Conference before December 2023?

Bishop Graves says yes that could happen.

POINT OF INQUIRY - Rev. Jake Brady, St. Luke UMC

Since there is a working purpose for those funds, if we designate them for another purpose, will it put other liabilities at risk?

Answer: If you designate funds to one liability only, then it does affect the other three liabilities.

Bishop Graves noted that there have been 4 speeches FOR and 4 speeches AGAINST the motion to refer; he invites Rev. Wilson to speak to his motion

Rev. Wilson speaks to his MOTION TO REFER before the vote

Vote on Referral

Yes – 365 (55.64%)

No – 291 (44.36%)

The Motion is referred.

ANNOUNCEMENTS

Rev. Ashley Davis reminded the Conference about our missional offerings. Today's focus was hope and it goes toward AWF New Church Starts.

Tonight's Fellowship Dinner is being hosted by the Montgomery-Opelika District. Desert provided by Montgomery-Pratville.

Bishop Graves reminded us that this evening we will have a Business Session from 6:30-8:30pm.

Chuck Gambrell, Montgomery-Opelika District Lay Leader offered the prayer for the Fellowship Dinner.

2022 ANNUAL CONFERENCE MINUTES

Montgomery, Alabama

Tuesday, June 14, 2022

Theme: "In This Season"

EVENING SESSION

Tuesday, June 14, 2022

Theme: *In This Season: Hope*

TUESDAY EVENING

CONFERENCE BUSINESS SESSION

Bishop Graves called the business session to order at 6:30pm. Jarvis Wilson provided gathering music and Rev. Darrin Isaac led in singing "How Great Thou Art." Christy Crow Wadsworth, First UMC Union Springs, gave the opening prayer.

RETURN TO DISAFFILIATIONS

Bishop Graves reminded the body that a Rule of Law question from Ralph Peterson was submitted yesterday. The Bishop's ruling on law pertains to Judicial Council decision 897, which will allow for each disaffiliation decision to be voted upon, then the Bishop will rule within 30 days and refer to the Judicial Council for final review.

Rev. Olivia Poole provided an overview of the Disaffiliations from four churches in the AWF AC.

POINT OF INQUIRY – Ralph Peterson, Gulf Breeze UMC

Mr. Peterson questioned what explanation was given for disaffiliation under eligibility paragraph 2553 in *The Book of Discipline*. Chancellor Northcutt responded that the question is moot under the consideration of the referral to the Judicial Council. He noted that the template for the disaffiliation agreement is modeled after the GCFA (General Council on Finance and Administration) template. Chancellor Northcutt also said that according to paragraph 2553.4 in *The Book of Discipline*, the terms and conditions of disaffiliation shall be the purview of the Conference Board of Trustees. He stated that Judicial Council Decision 1420 delegates to the Board of Trustees the work of determining the terms and

conditions of disaffiliation. Further, this question is likely subsumed into the rule of law previously requested by Mr. Peterson.

Bishop Graves ruled that these disaffiliations are properly before us.

District Superintendent Dr. Jeff Wilson, Dean of the Cabinet affirmed that these disaffiliations are properly before the 2022 Annual Conference.

Dr. Olivia Poole, Chair of the Board of Trustees, presented the following churches for disaffiliation:

Pentecost UMC, Tallapoosa County, Montgomery-Opelika District, presented for disaffiliation:

**REQUEST FOR BISHOP'S DECISION
ON A QUESTION OF LAW**

Bishop Graves,

Pursuant to ¶ 2609.6 of the *Book of Discipline* ("*Discipline*") I hereby submit to you in writing during the regular business of a session of the Alabama-West Florida Annual Conference (AFWC) my request for a Bishop's decision of the following question of law:

Whether the action of the annual conference in approving the disaffiliation of Pentecost United Methodist Church, Inc. ("Pentecost") and approving and adopting the disaffiliation agreement associated with and presented to effectuate that disaffiliation negates, ignores and violates the provisions of the *Discipline*, in particular ¶ 2553, when:

1. Pentecost as well as the AFWC Board of Trustees, Cabinet, district superintendents, Treasurer and Director of Administration, or any other AFWC staff, official, or agency of the AFWC (hereinafter collectively referred to as "AWFC Leadership") have failed to provide and establish the actual and valid reasons and the facts and circumstances that support and are the basis for the reasons of conscience to justify Pentecost's eligibility to the limited right to disaffiliate under ¶ 2553, which are restricted to Pentecost's establishing that it is conscience bound to disagree, object, or not comply with:

(a) A change in the requirements and provisions to the *Book of Discipline* related to the practice of homosexuality or the ordination or marriage of self-avowed homosexuals resolved and adopted by the General Conference in 2019 ["the 2019 amendments"], which are:

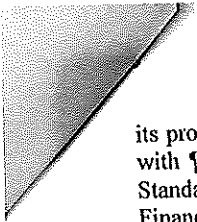
(1) ¶ 304.3: In particular, the amendment to footnote 1 of ¶ 304.3 that was amended to broaden the scope of relationships or activities that were encompassed in the definition of "self-avowed practicing homosexuals" who, under ¶ 304.3, are "not to be certified as candidates, ordained as ministers, or appointed to serve in The United Methodist Church."

(2) ¶ 304.5: Prohibitions were added against approvals and recommendations by the district committee on ordained ministry and the Board of Ordained Ministry of persons who did not meet the qualifications in ¶ 304, including ¶ 304.3 (*see above*), and it specified additional instructions for the clergy session presiding bishops to rule that the unqualified candidate to be out of order and ineligible for the appointment.

(3) ¶ 415.6: An amendment to prohibit bishops from consecrating bishops, from commissioning persons on the deacon or elders track, and from ordaining deacons or elders if any of them are self-avowed practicing homosexuals.

(b) Subsequent actions (such as complying with, implementing, or enforcing the 2019 amendments) or inactions (such as omissions, failures, or refusals to comply with, implement, or enforce the 2019 amendments) by the annual conference of the Alabama-West Florida Conference that are related to the change of requirements and provisions in the 2019 amendments noted above.

2. Pentecost and AWC Leadership have failed to demonstrate and establish that Pentecost's church conference on the ¶ 2553 disaffiliation vote was fairly and legally noticed to



its professing members and that the vote was validly, fairly, and legally obtained in accordance with ¶¶ 248, 246.8, and 2553.3 of the *Discipline*, including that, as required by the required Standard Form of Disaffiliation Agreement mandated by ¶ 2553.4(a) and the General Council on Finance and Administration (GCFA) the motion or referendum specified that the vote was (a) “to disaffiliate from The United Methodist Church” and (b) it was for reasons of conscience regarding a change in the requirements and provisions of the Book of Discipline related to the practice of homosexuality or the ordination or marriage of self-avowed practicing homosexuals as resolved and adopted by the 2019 General Conference, or the actions or inactions of its annual conference related to these issues which follow. Accordingly the second “Whereas” of the disaffiliation agreement for Pentecost is a misrepresentation invalidating the disaffiliation agreement.

3. The disaffiliation agreement between Pentecost and the AWFC is invalid, null, and void at the outset because:

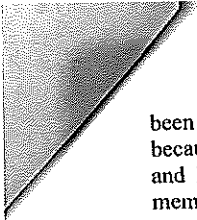
(a) The first “Whereas” clause states that Pentecost “is a *former* United Methodist church,” which if false, negates, ignores, or violates the required terms of the GCFA standard agreement provisions and would need to be amended, which is impermissible under Judicial Council Decision 1420; and if it were true, it is an attempt to negate, ignore, and violate Judicial Council Decision 1421, as clarified by Judicial Council Memorandum 1433, that declares that it is contrary to ¶ 2529.1(b)(3) of the 2016 Book of Discipline and Judicial Council Decision 1379 to disaffiliate and convey property prior to the approval and ratification of the disaffiliation agreement.

(b) Section 1(a) at page 2 of the Pentecost-AWFC disaffiliation agreement states:

1. Conditions Precedent. Local Church and Annual Conference acknowledge and agree:

- a. *Church Conference Vote*. At least two-thirds (2/3) of the professing members present at a church conference September 29, 2021 has met and voted to disaffiliate from The United Methodist Church effective on the Disaffiliation Date [June 13, 2022] set forth in Section 3 as evidenced in Exhibit 1 “for reasons of conscience regarding a change in the requirements and provisions of the *Book of Discipline* related to the practice of homosexuality or the ordination or marriage of self-avowed practicing homosexuals as resolved and adopted by the 2019 General Conference, or the actions or inactions of its annual conference related to these issues which follow.” Local Church must provide documentation, to the satisfaction of Annual Conference, which evidences the result of the disaffiliation vote taken at the church conference. Such documentation must be certified by an authorized officer of Local Church and shall be included as an exhibit to this Disaffiliation Agreement.

This condition precedent has not been met as specified and can only be regarded as not having occurred. Pentecost and the AWFC Leadership, as mentioned above, have not provided any evidence that establishes that Pentecost has the requisite “reasons of conscience” and what they are. Additionally, if Pentecost’s “Exhibit 1 evidence” or the required “certified documentation” is the copy of the handwritten minutes of “duly called conference” on September 29, 2021, with an attached copy of an email dated May 20, 2022, within which the handwritten minutes have



been printed/typed. These notes do not comply with the condition precedent in Section 1(a) because those minutes fail to specify that this meeting was a church conference, that it was fairly and legally noticed to its professing members, the names and number of proper professing members who were present, and that the vote was validly, fairly, and legally obtained in accordance with ¶¶ 248, 246.8, and 2553.3 of the *Discipline*, what the actual motion stated (other than a statement that it was a "motion to disaffiliate to incorporate". The minutes do not state that the motion was seconded, but explained that "Yes" meant "to support disaffiliate [sic]" and "No" meant "to stay with United Conference [sic]." The minutes simply noted the vote was "7 to 1 to disaffiliate." The note fails to include the specified the "reasons of conscience" clause. The handwritten minutes are signed by "E. Baker" who provides no certification and is not identified as an officer of the corporation. Because of these actions and omissions, Pentecost and the AWFC Leadership have ignored and violated the requirements of ¶ 2553 and the GCFA's disaffiliation agreement, and the condition precedent in Section 1(a) has not occurred. Under Section 1(c) of the disaffiliation agreement, the disaffiliation agreement is deemed to be null and void:

- c. Should either of the above [Sections 1(a) or 1(b)] not occur, this Disaffiliation Agreement shall become null and void.

4. The AWFC Leadership has not provided the annual conference, as requested by annual conference delegates, with material information pertaining and material to the requirements of ¶ 2553(b)-(h) for payments to be made by Pentecost and the rationale and basis for AFWC Leadership's recommending the annual conference to agree to Pentecost's not making any payments allowed by ¶ 2553 and the GCFA's Standard Disaffiliation Agreement for the church property (that is valued in this instance, according to the AWFC's 2020 statistical data, at \$250,000.00). No recent appraisals or information regarding the market price of this property or other information have been produced. Other information requested but not provided includes:

- (a) Evaluations, analyses, reports, and plans that are related to, establish, and substantiate how the community and any remaining professing who were previously served by the disaffiliating local church will be served by the AWFC in the future after a ¶ 2553 disaffiliation, and what new properties and construction will be necessary and what their costs will be (*e.g.*, information and analyses from the District Board of Locations and Building).

- (b) Documentation and information that identifies and explains the particular actions taken by the disaffiliating local church pursuant to the requirements of ¶ 2553.4(b)-(h), the additional requirements and additional terms and requirements adopted by the annual conference in 2019, and the additional standard terms developed and to be included in the disaffiliation agreement for this particular local churches, including (1) the rationale and evidentiary support for and (2) the derivation and calculation of each payment to be made or nonpayment (*e.g.*, for real and personal property) by the disaffiliating local church.

- (c) Verification and substantiation of this local church's compliance with the requirements of ¶ 2553.4(b)-(h), the additional requirements and additional terms and requirements adopted by the annual conference in 2019, and the additional standard terms developed and to be included in the disaffiliation agreement for this local church, including but not limited to (1) all payments made (*e.g.*, apportionments, payments for property, title insurance and legal costs, pension fund and medical care liabilities, grant reimbursements, etc.) that have been arranged and/or placed in escrow, and (2) all applicable debts, loans, and liabilities to be satisfied and which

have been satisfied as required under ¶ 2553 and the required terms of the approved terms and conditions of the disaffiliation agreements.

5. Section 7 ("Release of Claims") and Section 8 ("Indemnification by Local Church") created an additional third party, Pentecost Methodist Church, to this disaffiliation agreement by simply stating in Section 7 that further references in the agreement to "Local Church" will now include both Pentecost United Methodist Church and the new entity, Pentecost Methodist Church. Pentecost Methodist Church is not signing this disaffiliating agreement, is neither paying any consideration nor receiving any consideration under the terms of the disaffiliation agreement, and its being referenced under these circumstances create a risk that the release and indemnification agreement (and subsequent provisions) will be deemed invalid or unenforceable as to the AWFC, thereby negating and violating the requirements of ¶ 2553 and the GCFA's required disaffiliation agreement terms. A proper amendment with three signatories, possible additional consideration, or a separate agreement between the parties is indicated; however, under Judicial Council Decision 1420, this disaffiliation agreement cannot be amended and should have been voted down by the annual conference.

6. AWFC Leaderships' failure to provide information, whether in response to requests or to otherwise verify and substantiate their recommendations or determinations, negates, ignores, or violates ¶ 722 of the *Discipline*; the instructions in Judicial Council Decision 1421 pertaining to such necessary and required disclosures and access to information to annual conference delegates; and the requirements of amenability to the annual conference. *See Discipline* at ¶¶ 2512.2, 608(b), 613.1-19, 619; *see also* Judicial Council Decision No. 1371 at 4.

Respectfully submitted,



Ralph A. Peterson
Lay Delegate, Gulf Breeze United Methodist Church, Inc.

Date: 6/13/22

Pentecost UMC, Tallapoosa County, Montgomery-Opelika District, disaffiliation approved:

Yes – 521 (92.38%)

No – 43 (7.62%)

Mt. Hilliard UMC, Bullock County, Montgomery-Opelika District, presented for disaffiliation:

**REQUEST FOR BISHOP'S DECISION
ON A QUESTION OF LAW**

Bishop Graves,

Pursuant to ¶ 2609.6 of the *Book of Discipline* ("*Discipline*") I hereby submit to you in writing during the regular business of a session of the Alabama-West Florida Annual Conference (AFWC) my request for a Bishop's decision of the following question of law:

Whether the action of the annual conference in approving the disaffiliation of Mount Hilliard United Methodist Church, Inc. ("Mt. Hilliard") and approving and adopting the disaffiliation agreement associated with and presented to effectuate that disaffiliation negates, ignores and violates the provisions of the *Discipline*, in particular ¶ 2553, when:

1. Mt. Hilliard as well as the AFWC Board of Trustees, Cabinet, district superintendents, Treasurer and Director of Administration, or any other AFWC staff, official, or agency of the AFWC (hereinafter collectively referred to as "AWFC Leadership") have failed to provide and establish the actual and valid reasons and the facts and circumstances that support and are the basis for the reasons of conscience to justify Mt. Hilliard's eligibility to the limited right to disaffiliate under ¶ 2553, which are restricted to Mt. Hilliard's establishing that it is conscience bound to disagree, object, or not comply with:

(a) A change in the requirements and provisions to the *Book of Discipline* related to the practice of homosexuality or the ordination or marriage of self-avowed homosexuals resolved and adopted by the General Conference in 2019 ["the 2019 amendments"], which are:


(1) ¶ 304.3: In particular, the amendment to footnote 1 of ¶ 304.3 that was amended to broaden the scope of relationships or activities that were encompassed in the definition of "self-avowed practicing homosexuals" who, under ¶ 304.3, are "not to be certified as candidates, ordained as ministers, or appointed to serve in The United Methodist Church."

(2) ¶ 304.5: Prohibitions were added against approvals and recommendations by the district committee on ordained ministry and the Board of Ordained Ministry of persons who did not meet the qualifications in ¶ 304, including ¶ 304.3 (*see above*), and it specified additional instructions for the clergy session presiding bishops to rule that the unqualified candidate to be out of order and ineligible for the appointment.

(3) ¶ 415.6: An amendment to prohibit bishops from consecrating bishops, from commissioning persons on the deacon or elders track, and from ordaining deacons or elders if any of them are self-avowed practicing homosexuals.

(b) Subsequent actions (such as complying with, implementing, or enforcing the 2019 amendments) or inactions (such as omissions, failures, or refusals to comply with, implement, or enforce the 2019 amendments) by the annual conference of the Alabama-West Florida Conference that are related to the change of requirements and provisions in the 2019 amendments noted above.

2. Mt. Hilliard and AWC Leadership have failed to demonstrate and establish that Mt. Hilliard's church conference on the ¶ 2553 disaffiliation vote was fairly and legally noticed to its



professing members and that the vote was validly, fairly, and legally obtained in accordance with ¶¶ 248, 246.8, and 2553.3 of the *Discipline*, including that, as required by the required Standard Form of Disaffiliation Agreement mandated by ¶ 2553.4(a) and the General Council on Finance and Administration (GCFA) the motion or referendum specified that the vote was (a) “to disaffiliate from The United Methodist Church” and (b) it was for reasons of conscience regarding a change in the requirements and provisions of the Book of Discipline related to the practice of homosexuality or the ordination or marriage of self-avowed practicing homosexuals as resolved and adopted by the 2019 General Conference, or the actions or inactions of its annual conference related to these issues which follow. Accordingly the second “Whereas” of the disaffiliation agreement for Mt. Hilliard is a misrepresentation invalidating the disaffiliation agreement.

3. The disaffiliation agreement between Mt. Hilliard and the AWFC is invalid, null, and void at the outset because:

(a) The first “Whereas” clause states that Mt. Hilliard “is a *former* United Methodist church,” which if false, negates, ignores, or violates the required terms of the GCFA standard agreement provisions and would need to be amended, which is impermissible under Judicial Council Decision 1420; and if it were true, it is an attempt to negate, ignore, and violate Judicial Council Decision 1421, as clarified by Judicial Council Memorandum 1433, that declares that it is contrary to ¶ 2529.1(b)(3) of the 2016 Book of Discipline and Judicial Council Decision 1379 to disaffiliate and convey property prior to the approval and ratification of the disaffiliation agreement.

(b) Section 1(a) at page 2 of the Mt. Hilliard-AWFC disaffiliation agreement states:

1. Conditions Precedent. Local Church and Annual Conference acknowledge and agree:

- a. *Church Conference Vote*. At least two-thirds (2/3) of the professing members present at a church conference on March 8, 2020 has met and voted to disaffiliate from The United Methodist Church effective on the Disaffiliation Date [June 13, 2022] set forth in Section 3 as evidenced in Exhibit 1 “for reasons of conscience regarding a change in the requirements and provisions of the *Book of Discipline* related to the practice of homosexuality or the ordination or marriage of self-avowed practicing homosexuals as resolved and adopted by the 2019 General Conference, or the actions or inactions of its annual conference related to these issues which follow.” Local Church must provide documentation, to the satisfaction of Annual Conference, which evidences the result of the disaffiliation vote taken at the church conference. Such documentation must be certified by an authorized officer of Local Church and shall be included as an exhibit to this Disaffiliation Agreement.

This condition precedent has not been met as specified and can only be regarded as not having occurred. Mt. Hilliard and the AWFC Leadership, as mentioned above, have not provided any evidence that establishes that Mt. Hilliard has the requisite “reasons of conscience” and what they are. Additionally, if Mt. Hilliard’s “Exhibit 1 evidence” or the required “certified documentation” is the copy of the minutes of the “Special Called Business Meeting” on March 8, 2020, these

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minutes do not comply with the condition precedent in Section 1(a) because those minutes fail to specify that this meeting was a church conference, that it was fairly and legally noticed to its professing members, the names and number of proper professing members who were present, and that the vote was validly, fairly, and legally obtained in accordance with ¶¶ 248, 246.8, and 2553.3 of the *Discipline*. The minutes state that the purpose of the meeting was to discuss and vote on withdrawing from the United Methodist denomination. The minutes fails to include the specified the "reasons of conscience" clause and any citation to ¶ 2533 and its requirements. The minutes record that a motion was made and seconded to "withdraw," and without announcing a vote count, the minutes state that "members present voted unanimously for *Mt. Hilliard Church* to withdraw from the denomination." The minutes are signed by Glenda Lunsford, who is identified as the Secretary/Treasurer. Because of the noted actions and omissions, *Mt. Hilliard* and the AWFC Leadership have ignored and violated the requirements of ¶ 2553 and the GCFA's disaffiliation agreement, and the condition precedent in Section 1(a) has not occurred. Under Section 1(c) of the disaffiliation agreement, the disaffiliation agreement is deemed to be null and void:

- c. Should either of the above [Sections 1(a) or 1(b)] not occur, this Disaffiliation Agreement shall become null and void.

4. The AWFC Leadership has not provided the annual conference, as requested by annual conference delegates, with material information pertaining and material to the requirements of ¶ 2553(b)-(h) for payments to be made by *Mt. Hilliard* and the rationale and basis for AFWC Leadership's recommending the annual conference to agree to *Mt. Hilliard's* not making any payments allowed by ¶ 2553 and the GCFA's Standard Disaffiliation Agreement for the church property (that is valued in this instance, according to the AWFC's last statistical data in 2019 for *Mt. Hilliard*, at \$100,000.00). No recent appraisals or information regarding the market price of this property or other information have been produced. Other information requested but not provided includes:

- (a) Evaluations, analyses, reports, and plans that are related to, establish, and substantiate how the community and any remaining professing who were previously served by the disaffiliating local church will be served by the AWFC in the future after a ¶ 2553 disaffiliation, and what new properties and construction will be necessary and what their costs will be (e.g., information and analyses from the District Board of Locations and Building).

- (b) Documentation and information that identifies and explains the particular actions taken by the disaffiliating local church pursuant to the requirements of ¶ 2553.4(b)-(h), the additional requirements and additional terms and requirements adopted by the annual conference in 2019, and the additional standard terms developed and to be included in the disaffiliation agreement for this particular local churches, including (1) the rationale and evidentiary support for and (2) the derivation and calculation of each payment to be made or nonpayment (e.g., for real and personal property) by the disaffiliating local church.

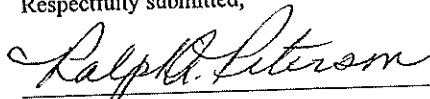
- (c) Verification and substantiation of this local church's compliance with the requirements of ¶ 2553.4(b)-(h), the additional requirements and additional terms and requirements adopted by the annual conference in 2019, and the additional standard terms developed and to be included in the disaffiliation agreement for this local church, including but not limited to (1) all payments made (e.g., apportionments, payments for property, title insurance and legal costs, pension fund and medical care liabilities, grant reimbursements, etc.) that have been arranged and/or placed in escrow, and (2) all applicable debts, loans, and liabilities to be satisfied and which

have been satisfied as required under ¶ 2553 and the required terms of the approved terms and conditions of the disaffiliation agreements.

5. Section 7 ("Release of Claims") and Section 8 ("Indemnification by Local Church") created an additional third party, *Mt. Hilliard Church*, to this disaffiliation agreement by simply stating in Section 7 that further references in the agreement to "Local Church" will now include both Mt. Hilliard United Methodist Church and the new entity, Mt. Hilliard Church. Mt. Hilliard Church is not signing this disaffiliating agreement, is neither paying any consideration nor receiving any consideration under the terms of the disaffiliation agreement, and its being referenced under these circumstances create a risk that the release and indemnification agreement (and subsequent provisions) will be deemed invalid or unenforceable as to the AWFC, thereby negating and violating the requirements of ¶ 2553 and the GCFA's required disaffiliation agreement terms. A proper amendment with three signatories, possible additional consideration, or a separate agreement between the parties is indicated; however, under Judicial Council Decision 1420, this disaffiliation agreement cannot be amended and should have been voted down by the annual conference.

6. AWFC Leaderships' failure to provide information, whether in response to requests or to otherwise verify and substantiate their recommendations or determinations, negates, ignores, or violates ¶ 722 of the *Discipline*; the instructions in Judicial Council Decision 1421 pertaining to such necessary and required disclosures and access to information to annual conference delegates; and the requirements of amenability to the annual conference. *See Discipline* at ¶¶ 2512.2, 608(b), 613.1-19, 619; *see also* Judicial Council Decision No. 1371 at 4.

Respectfully submitted,



Ralph A. Peterson
Lay Delegate, Gulf Breeze United Methodist Church, Inc.

Date: 6/13/22

Mt. Hilliard UMC, Bullock County, Montgomery-Opelika District, disaffiliation approved:

Yes – 519 (93.68%)

No – 35 (6.32%)

Simpson Chapel UMC, Perry County, Demopolis District, presented for disaffiliation:

**REQUEST FOR BISHOP'S DECISION
ON A QUESTION OF LAW**

Bishop Graves,

Pursuant to ¶ 2609.6 of the *Book of Discipline* ("*Discipline*") I hereby submit to you in writing during the regular business of a session of the Alabama-West Florida Annual Conference (AFWC) my request for a Bishop's decision of the following question of law:

Whether the action of the annual conference in approving the disaffiliation of Simpson Chapel United Methodist Church, Inc. ("Simpson") and approving and adopting the disaffiliation agreement associated with and presented to effectuate that disaffiliation negates, ignores and violates the provisions of the *Discipline*, in particular ¶ 2553, when:

1. Simpson as well as the AFWC Board of Trustees, Cabinet, district superintendents, Treasurer and Director of Administration, or any other AFWC staff, official, or agency of the AFWC (hereinafter collectively referred to as "AWFC Leadership") have failed to provide and establish the actual and valid reasons and the facts and circumstances that support and are the basis for the reasons of conscience to justify Simpson's eligibility to the limited right to disaffiliate under ¶ 2553, which are restricted to Simpson's establishing that it is conscience bound to disagree, object, or not comply with:

(a) A change in the requirements and provisions to the *Book of Discipline* related to the practice of homosexuality or the ordination or marriage of self-avowed homosexuals resolved and adopted by the General Conference in 2019 ["the 2019 amendments"], which are:

(1) ¶ 304.3: In particular, the amendment to footnote 1 of ¶ 304.3 that was amended to broaden the scope of relationships or activities that were encompassed in the definition of "self-avowed practicing homosexuals" who, under ¶ 304.3, are "not to be certified as candidates, ordained as ministers, or appointed to serve in The United Methodist Church."

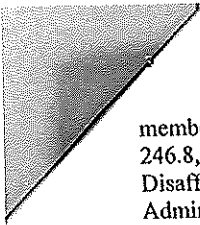
(2) ¶ 304.5: Prohibitions were added against approvals and recommendations by the district committee on ordained ministry and the Board of Ordained Ministry of persons who did not meet the qualifications in ¶ 304, including ¶ 304.3 (*see above*), and it specified additional instructions for the clergy session presiding bishops to rule that the unqualified candidate to be out of order and ineligible for the appointment.

(3) ¶ 415.6: An amendment to prohibit bishops from consecrating bishops, from commissioning persons on the deacon or elders track, and from ordaining deacons or elders if any of them are self-avowed practicing homosexuals.

(b) Subsequent actions (such as complying with, implementing, or enforcing the 2019 amendments) or inactions (such as omissions, failures, or refusals to comply with, implement, or enforce the 2019 amendments) by the annual conference of the Alabama-West Florida Conference that are related to the change of requirements and provisions in the 2019 amendments noted above.

2. Simpson and AWC Leadership have failed to demonstrate and establish that Simpson's church conference on the ¶ 2553 disaffiliation vote was fairly and legally noticed to its professing

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members and that the vote was validly, fairly, and legally obtained in accordance with ¶¶ 248, 246.8, and 2553.3 of the *Discipline*, including that, as required by the required Standard Form of Disaffiliation Agreement mandated by ¶ 2553.4(a) and the General Council on Finance and Administration (GCFA) the motion or referendum specified that the vote was (a) “to disaffiliate from The United Methodist Church” and (b) it was for reasons of conscience regarding a change in the requirements and provisions of the Book of Discipline related to the practice of homosexuality or the ordination or marriage of self-avowed practicing homosexuals as resolved and adopted by the 2019 General Conference, or the actions or inactions of its annual conference related to these issues which follow. Accordingly the second “Whereas” of the disaffiliation agreement for Simpson is a misrepresentation invalidating the disaffiliation agreement.

3. The disaffiliation agreement between Simpson and the AWFC is invalid, null, and void at the outset because:

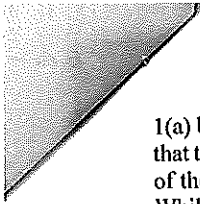
(a) The first “Whereas” clause states that Simpson “is a *former* United Methodist church,” which if false, negates, ignores, or violates the required terms of the GCFA standard agreement provisions and would need to be amended, which is impermissible under Judicial Council Decision 1420; and if it were true, it is an attempt to negate, ignore, and violate Judicial Council Decision 1421, as clarified by Judicial Council Memorandum 1433, that declares that it is contrary to ¶ 2529.1(b)(3) of the 2016 Book of Discipline and Judicial Council Decision 1379 to disaffiliate and convey property prior to the approval and ratification of the disaffiliation agreement.

(b) Section 1(a) at page 2 of the Simpson-AWFC disaffiliation agreement states:

1. Conditions Precedent. Local Church and Annual Conference acknowledge and agree:

a. *Church Conference Vote*. At least two-thirds (2/3) of the professing members present at a church conference December 15, 2021 has met and voted to disaffiliate from The United Methodist Church effective on the Disaffiliation Date [June 13, 2022] set forth in Section 3 as evidenced in Exhibit 1 “for reasons of conscience regarding a change in the requirements and provisions of the *Book of Discipline* related to the practice of homosexuality or the ordination or marriage of self-avowed practicing homosexuals as resolved and adopted by the 2019 General Conference, or the actions or inactions of its annual conference related to these issues which follow.” Local Church must provide documentation, to the satisfaction of Annual Conference, which evidences the result of the disaffiliation vote taken at the church conference. Such documentation must be certified by an authorized officer of Local Church and shall be included as an exhibit to this Disaffiliation Agreement.

This condition precedent has not been met as specified and can only be regarded as not having occurred. Simpson and the AWFC Leadership, as mentioned above, have not provided any evidence that establishes that Simpson has the requisite “reasons of conscience” and what they are. Additionally, if Simpson’s “Exhibit 1 evidence” or the required “certified documentation” is the copy of the “2021 Church Conference Attendance Sheet”, they come close to meeting the “certification” requirement; however, it does not comply with the condition precedent in Section



1(a) because it fails to specify that it was fairly and legally noticed to its professing members and that the vote was validly, fairly, and legally obtained in accordance with ¶¶ 248, 246.8, and 2553.3 of the *Discipline*. The attendance sheet explains the proposal that is being presented for a vote. While it generally mentions that there are ¶ 2553 obligations to fulfill, and then Simpson will disaffiliate from the United Methodist Church under a disaffiliation agreement, it fails to include the specified the “reasons of conscience” clause and any information about what the members feel conscience bound not to follow or about that object or agree about the limited ¶ 2553.1 issues. The attendance sheet and notes are signed by Loretta Wilson who is identified as the charge conference secretary, but there is no indication that she is an officer of the church and corporation, or whether she is just acting in the clerical role of a recording secretary. Because of these actions and omissions, Simpson and the AWFC Leadership have ignored and violated the requirements of ¶ 2553 and the GCFA’s disaffiliation agreement, and the condition precedent in Section 1(a) has not occurred. Under Section 1(c) of the disaffiliation agreement, the disaffiliation agreement is deemed to be null and void:

- c. Should either of the above [Sections 1(a) or 1(b)] not occur, this Disaffiliation Agreement shall become null and void.

4. The AWFC Leadership has not provided the annual conference, as requested by annual conference delegates, with material information pertaining and material to the requirements of ¶ 2553(b)-(h) for payments to be made by Simpson and the rationale and basis for AFWC Leadership’s recommending the annual conference to agree to Simpson’s not making any payments allowed by ¶ 2553 and the GCFA’s Standard Disaffiliation Agreement for the church property (that is valued in this instance, according to the AWFC’s 2021 statistical data, at \$280,772.00). No recent appraisals or information regarding the market price of this property or other information have been produced. Other information requested but not provided includes:

- (a) Evaluations, analyses, reports, and plans that are related to, establish, and substantiate how the community and any remaining professing who were previously served by the disaffiliating local church will be served by the AWFC in the future after a ¶ 2553 disaffiliation, and what new properties and construction will be necessary and what their costs will be (*e.g.*, information and analyses from the District Board of Locations and Building).

- (b) Documentation and information that identifies and explains the particular actions taken by the disaffiliating local church pursuant to the requirements of ¶ 2553.4(b)-(h), the additional requirements and additional terms and requirements adopted by the annual conference in 2019, and the additional standard terms developed and to be included in the disaffiliation agreement for this particular local churches, including (1) the rationale and evidentiary support for and (2) the derivation and calculation of each payment to be made or nonpayment (*e.g.*, for real and personal property) by the disaffiliating local church.


- (c) Verification and substantiation of this local church’s compliance with the requirements of ¶ 2553.4(b)-(h), the additional requirements and additional terms and requirements adopted by the annual conference in 2019, and the additional standard terms developed and to be included in the disaffiliation agreement for this local church, including but not limited to (1) all payments made (*e.g.*, apportionments, payments for property, title insurance and legal costs, pension fund and medical care liabilities, grant reimbursements, etc.) that have been arranged and/or placed in escrow, and (2) all applicable debts, loans, and liabilities to be satisfied and which

have been satisfied as required under ¶ 2553 and the required terms of the approved terms and conditions of the disaffiliation agreements.

5. Section 7 (“Release of Claims”) and Section 8 (“Indemnification by Local Church”) created an additional third party, Simpson Chapel Methodist Church, to this disaffiliation agreement by simply stating in Section 7 that further references in the agreement to “Local Church” will now include both Simpson Chapel United Methodist Church and the new entity, Simpson Chapel Methodist Church. Simpson Methodist Church is not signing this disaffiliating agreement, is neither paying any consideration nor receiving any consideration under the terms of the disaffiliation agreement, and its being referenced under these circumstances create a risk that the release and indemnification agreement (and subsequent provisions) will be deemed invalid or unenforceable as to the AWFC, thereby negating and violating the requirements of ¶ 2553 and the GCFA’s required disaffiliation agreement terms. A proper amendment with three signatories, possible additional consideration, or a separate agreement between the parties is indicated; however, under Judicial Council Decision 1420, this disaffiliation agreement cannot be amended and should have been voted down by the annual conference.

6. AWFC Leaderships’ failure to provide information, whether in response to requests or to otherwise verify and substantiate their recommendations or determinations, negates, ignores, or violates ¶ 722 of the *Discipline*; the instructions in Judicial Council Decision 1421 pertaining to such necessary and required disclosures and access to information to annual conference delegates; and the requirements of amenability to the annual conference. *See Discipline* at ¶¶ 2512.2, 608(b), 613.1-19, 619; *see also* Judicial Council Decision No. 1371 at 4.

Respectfully submitted,


Ralph A. Peterson

Lay Delegate, Gulf Breeze United Methodist Church, Inc.

Date: 6/13/22

Simpson Chapel UMC, Perry County, Demopolis District, (There was a ballot error with the name of Simpson Chapel UMC. The error was corrected, and the ballot retaken,) disaffiliation approved:

Yes – 522 (94.22%)

No – 32 (5.78%)

Frazer UMC, Montgomery County, Montgomery-Opelika District, presented for disaffiliation:

REQUEST FOR BISHOP'S DECISION
ON A QUESTION OF LAW

Bishop Graves,

Pursuant to ¶ 2609.6 of the *Book of Discipline* ("Discipline") I hereby submit to you in writing during the regular business of a session of the Alabama-West Florida Annual Conference (AFWC) my request for a Bishop's decision of the following question of law:

Whether the action of the annual conference in approving the disaffiliation of Frazer Memorial United Methodist Church, Inc. ("Frazer") and approving and adopting the disaffiliation agreement associated with and presented to effectuate that disaffiliation negates, ignores and violates the provisions of the *Discipline*, in particular ¶ 2553, when:

1. Frazer as well as the AFWC Board of Trustees, Cabinet, district superintendents, Treasurer and Director of Administration, or any other AFWC staff, official, or agency of the AFWC (hereinafter collectively referred to as "AWFC Leadership") have failed to provide and establish the actual and valid reasons and the facts and circumstances that support and are the basis for the reasons of conscience to justify Frazer's eligibility to the limited right to disaffiliate under ¶ 2553, which are restricted to Frazer's establishing that it is conscience bound to disagree, object, or not comply with:

(a) A change in the requirements and provisions to the *Book of Discipline* related to the practice of homosexuality or the ordination or marriage of self-avowed homosexuals resolved and adopted by the General Conference in 2019 ["the 2019 amendments"], which are:

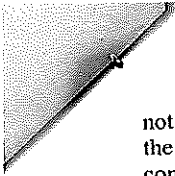
(1) ¶ 304.3: In particular, the amendment to footnote 1 of ¶ 304.3 that was amended to broaden the scope of relationships or activities that were encompassed in the definition of "self-avowed practicing homosexuals" who, under ¶ 304.3, are "not to be certified as candidates, ordained as ministers, or appointed to serve in The United Methodist Church."

(2) ¶ 304.5: Prohibitions were added against approvals and recommendations by the district committee on ordained ministry and the Board of Ordained Ministry of persons who did not meet the qualifications in ¶ 304, including ¶ 304.3 (*see above*), and it specified additional instructions for the clergy session presiding bishops to rule that the unqualified candidate to be out of order and ineligible for the appointment.

(3) ¶ 415.6: An amendment to prohibit bishops from consecrating bishops, from commissioning persons on the deacon or elders track, and from ordaining deacons or elders if any of them are self-avowed practicing homosexuals.

(b) Subsequent actions (such as complying with, implementing, or enforcing the 2019 amendments) or inactions (such as omissions, failures, or refusals to comply with, implement, or enforce the 2019 amendments) by the annual conference of the Alabama-West Florida Conference that are related to the change of requirements and provisions in the 2019 amendments noted above.

2. Upon its disaffiliation from the United Methodist Church, Frazer will be affiliating with the Free Methodist Church (FMC), and by doing so, Frazer has established that it actually does



not have a reason of conscience or is not conscious bound to disagree, object, or not comply with the 2019 amendments as required by ¶ 2553, because in joining the FMC, Frazer is bound to comply with the following rules found in the Free Methodist Church's *Book of Discipline* ("FMC *Discipline*"):

(a) Homosexual intimacy is immoral and prohibited, and cultural mores and laws that legitimize homosexual intimacy are opposed. *FMC Discipline* at ¶¶ 3215, 6040.

(b) Marriage can only be the union of one man and one woman. *FMC Discipline* at ¶¶ 3311, 6040.

(c) It is a breach of FMC doctrine for "ministers or members of the Free Methodist Church to conduct, officiate, or assist in officiating, the marriage or union between a same-sex or same-gender couple. In light of our beliefs, ministers and members of the Free Methodist Church shall not officiate or assist in officiating marriages or unions of same-sex or same-gender couples. . . . such marriages may not be performed or hosted at Free Methodist churches or on Free Methodist properties." *FMC Discipline* at ¶¶ 3311, 6040.

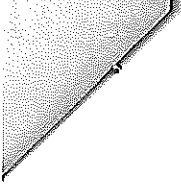
3. Frazer and AWC Leadership have failed to demonstrate and establish that Frazer's church conference on the ¶ 2553 disaffiliation vote was fairly and legally noticed to its over 4,000 professing members (of which only 899 attended and 895 voted) and that the vote was validly, fairly, and legally obtained in accordance with ¶¶ 248, 246.8, and 2553.3 of the *Discipline*, including that, as required by the required Standard Form of Disaffiliation Agreement required by ¶ 2553.4(a) and the General Council on Finance and Administration (GCFA) the motion or referendum specified that the vote was (a) "to disaffiliate from The United Methodist Church" and (b) it was for reasons of conscience regarding a change in the requirements and provisions of the Book of Discipline related to the practice of homosexuality or the ordination or marriage of self-avowed practicing homosexuals as resolved and adopted by the 2019 General Conference, or the actions or inactions of its annual conference related to these issues which follow. Accordingly the second "Whereas" of the disaffiliation agreement for Frazer is a misrepresentation invalidating the disaffiliation agreement.

4. The disaffiliation agreement between Frazer and the AWFC is invalid, null, and void at the outset because:

(a) The first "Whereas" clause states that Frazer "is a *former* United Methodist church," which is false and thereby negating, ignoring, or violating the required terms of the GCFA standard agreement provisions and would need to be amended which is impermissible under Judicial Council Decision 1420; and if it were true, it is an attempt to negate, ignore, and violate Judicial Council Decision 1421, as clarified by Judicial Council Memorandum 1433, that declares that it is contrary to ¶ 2529.1(b)(3) of the 2016 Book of Discipline and Judicial Council Decision 1379 to disaffiliate and convey property prior to the approval and ratification of the disaffiliation agreement.

(b) Section 1(a) at page 2 of the Frazer-AWFC disaffiliation agreement states:

1. Conditions Precedent. Local Church and Annual Conference acknowledge and agree:

- 
- a. *Church Conference Vote.* At least two-thirds (2/3) of the professing members present at a church conference of [sic] January 30th, 2022 has met and voted to disaffiliate from The United Methodist Church effective on the Disaffiliation Date [June 13, 2022] set forth in Section 3 as evidenced in Exhibit 1 “for reasons of conscience regarding a change in the requirements and provisions of the *Book of Discipline* related to the practice of homosexuality or the ordination or marriage of self-avowed practicing homosexuals as resolved and adopted by the 2019 General Conference, or the actions or inactions of its annual conference related to these issues which follow.” Local Church must provide documentation, to the satisfaction of Annual Conference, which evidences the result of the disaffiliation vote taken at the church conference. Such documentation must be certified by an authorized officer of Local Church and shall be included as an exhibit to this Disaffiliation Agreement.

This condition precedent has not been met as specified and can only be regarded as not having occurred. Frazer and the AWFC Leadership, as mentioned above, have not provided any evidence that establishes that Frazer has the requisite “reasons of conscience” and what they are. Additionally, if Frazer’s “Exhibit 1 evidence” or the required “certified documentation” is the copy of the minutes of the January 30, 2022 church conference provided on the AWFC’s website, then it also has failed to comply with this condition precedent in Section 1(a) because those minutes fail to specify what the actual motion stated, fails to include the specified the “reasons of conscience” clause, and fatally fails to have the minutes certified by “an authorized officer of Local Church [Frazer].” The minutes state that they have been submitted (but not certified or signed) by Teri Brown, and the vote tally sheet is signed by her and identifies her only as the Administrative Assistant to Frazer’s senior pastor. She is not an officer of Frazer. The other signature is that of the district superintendent, who is also not an officer Frazer, authorized or otherwise. Because of these actions and omissions, Frazer and the AWFC Leadership have ignored and violated the requirements of ¶ 2553 and the GCFA’s disaffiliation agreement, and the condition precedent in Section 1(a) has not occurred. Under Section 1(c) of the disaffiliation agreement, the disaffiliation agreement is deemed to be null and void:

- c. Should either of the above [Sections 1(a) or 1(b)] not occur, this Disaffiliation Agreement shall become null and void.

5. The AWFC Leadership has not provided the annual conference, as requested by annual conference delegates, with material information pertaining and material to the requirements of ¶ 2553(b)-(h) for payments to be made by Frazer and the rationale and basis for AFWC Leadership’s recommending the annual conference to agree to Frazer not making any payments allowed by ¶ 2553 and the GCFA’s Standard Disaffiliation Agreement for the church property that is valued, according to the AWFC’s 2021 statistical data, at \$46,089,577.00. No recent appraisals or information regarding the market price of this property or other information have been produced. Other information requested but not provided includes:

(a) Evaluations, analyses, reports, and plans that are related to, establish, and substantiate how the community and remaining members from the current more than 4,000 professing members previously served by the disaffiliating local church will be served by the AWFC in the future after a ¶ 2553 disaffiliation, and what new properties and construction will

be necessary and what their costs will be (e.g., information and analyses from the District Board of Locations and Building).

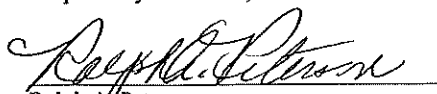
(b) Documentation and information that identifies and explains the particular actions taken by the disaffiliating local church pursuant to the requirements of ¶ 2553.4(b)-(h), the additional requirements and additional terms and requirements adopted by the annual conference in 2019, and the additional standard terms developed and to be included in the disaffiliation agreement for this particular local churches, including (1) the rationale and evidentiary support for and (2) the derivation and calculation of each payment to be made or nonpayment (e.g., for real and personal property) by the disaffiliating local church.

(c) Verification and substantiation of this local church's compliance with the requirements of ¶ 2553.4(b)-(h), the additional requirements and additional terms and requirements adopted by the annual conference in 2019, and the additional standard terms developed and to be included in the disaffiliation agreement for this local church, including but not limited to (1) all payments made (e.g., apportionments, payments for property, title insurance and legal costs, pension fund and medical care liabilities, grant reimbursements, etc.) that have been arranged and/or placed in escrow, and (2) all applicable debts, loans, and liabilities to be satisfied and which have been satisfied as required under ¶ 2553 and the required terms of the approved terms and conditions of the disaffiliation agreements.

6. Section 7 ("Release of Claims") and Section 8 ("Indemnification by Local Church") created an additional third party, Frazer Free Methodist Church, to this disaffiliation agreement by simply stating in Section 7 that further references in the agreement to "Local Church" will now include both Frazer and the new entity, Frazer Free Methodist Church. Frazer Free Methodist Church is not signing this disaffiliating agreement, is neither paying any consideration nor receiving any consideration under the terms of the disaffiliation agreement, and its being referenced under these circumstances create a risk that the release and indemnification agreement (and subsequent provisions) will be deemed invalid or unenforceable as to the AWFC, thereby negating and violating the requirements of ¶ 2553 and the GCFA's required disaffiliation agreement terms. A proper amendment with three signatories, possible additional consideration, or a separate agreement between the parties is indicated; however, under Judicial Council Decision 1420, this disaffiliation agreement cannot be amended and should have been voted down by the annual conference.

7. AWFC Leaderships' failure to provide information, whether in response to requests or to otherwise verify and substantiate their recommendations or determinations, negates, ignores, or violates ¶ 722 of the *Discipline*; the instructions in Judicial Council Decision 1421 pertaining to such necessary and required disclosures and access to information to annual conference delegates; and the requirements of amenability to the annual conference. See *Discipline* at ¶¶ 2512.2, 608(b), 613.1-19, 619; see also Judicial Council Decision No. 1371 at 4.

Respectfully submitted,



Ralph A. Peterson

Lay Delegate, Gulf Breeze United Methodist Church, Inc.

Date: 6/13/22

Frazer UMC, Montgomery County, Montgomery-Opelika District, disaffiliation approved:

Yes – 491 (88.79%)

No – 62 (11.21%)

Bishop Graves invited the body to be in a spirit of prayer.

MOTION – Ralph Peterson, GBUMC

Mr. Peterson moved the Conference withhold all actions concerning the disaffiliations until the Judicial Council reviews of the disaffiliations are accomplished. Bishop David Graves ruled this motion out of order.

POINT OF INQUIRY– Rev. Brian Miller, Aldersgate UMC

Request to the Chair of the Board of Trustees to explore and research the possibility of using paragraph 2549 in ways consistent with paragraph 2553 in disaffiliation beyond December 2023 sunset. This could be done by amending Report No. 14 – Disaffiliation Process as follows:

Add a paragraph at the end of section 2:

“After the expiration of the provisions of ¶2553 and the Disaffiliation Policy, and in accordance with the provisions of ¶2549 which vest the Trustees with the power to dispose of property of a closed church their sole discretion, the Trustees will continue to enter into disaffiliation agreements with local churches that desire to exit the Annual Conference on the same terms outlined in ¶2553 and the Disaffiliation Policy. A local church shall have a limited right to exit the denomination pursuant to this Resolution which shall be available until the later of any new deadline set by General Conference for disaffiliation or December 31, 2024. Any Disaffiliation Agreement entered pursuant to this resolution shall require approval by a majority vote of the Annual Conference in accordance with the Annual Conference’s existing Disaffiliation Policy.”

MOTION TO AMEND THE DISAFILIATION PROCESS – Rev. Brian Miller, Aldersgate UMC. Rev. Miller moved the following changes to Report No. 14 – Disaffiliation Process:

Section 3.3. Second Paragraph. Add the following before the last sentence, which begins “Also included will be...”

“If a church or charge votes to disaffiliate from the United Methodist Church (1) at a called session of Annual Conference and (2) the pastor appointed to serve that church or charge does not desire to leave the United Methodist Church and (3) an appointment is not available, the Disaffiliation Agreement shall include payment to the Annual Conference of salary, housing and benefits of appointed pastors (all appointed clergy, regardless of status - to include local pastors, provisional and full deacons appointed to the local church, and provisional and full elders) for the remainder of the Conference appointment year.”

Bishop Graves ruled this out of order because it would need to come back through the Conference Board of Trustees. He suggested that Rev. Miller recommend this action to the Conference Board of Trustees instead.

Rev. Miller recommends that the Board of Trustees consider this.

POINT OF PERSONAL PRIVILEGE – Dr. Karl Stegall, retired clergy delegate, Montgomery FUMC, shared experiences which led him to ask the Trustees to treat the disaffiliating churches kindly.

Dr. Olivia Poole, Chair of the Board of Trustees, reported the following churches have improperly transferred their deed and have been referred to outside counsel:

Vernon UMC
Poplar Head UMC
Canoe UMC
Holly Grove UMC
Owens Chapel UMC
Warrington UMC
New Bethel UMC

REPORT OF THE CABINET

Bishop Graves called upon Rev. June Jernigan to bring the Report of the Cabinet. Rev. June Jernigan reminded the body that the report was emailed out to delegates.

Rev. Jernigan reported changes in charge lines.

Rev. Jernigan reported property resolutions.

Rev. Jernigan reported churches who had begun the disaffiliation process, but ceased cooperating with the Conference in those processes and were closed.

Rev. June Jernigan led in prayer for these congregations and churches as they depart the Alabama-West Florida Conference.

The Report of the Cabinet was approved by the body.

WHERE SHALL THE 2023 SESSION BE HELD?

Bishop Graves invited Dr. Debra Bishop and Rev. Michael Precht to come share about the Annual Conference for 2023.

Dr. Debra Bishop invited the 2023 Alabama-West Florida Annual Conference to come to the Mobile District.

Michael Precht offered Dauphin Way as host for the Ordination/Commissioning service for 2023 Annual Conference.

Rev. Ashley Davis and committee will choose the most functional facility with the most affordable price for Alabama-West Florida Annual Conference 2023.

Dr. Bishop requested Jarvis Wilson come and bring his organ next year.

Annual Conference will be held on June 11-14, 2023.

Motion to approve Mobile as the location for annual Conference 2023 passes. The dates will be June 11-14, 2023. Details will be forthcoming.

ANNOUNCEMENTS

Correction to the *Book of Reports*: The CFA Report will occur at the same time tomorrow, but it is not the Order of the Day.

Bishop Graves ended the session for the day.

The
Alabama-West Florida
 *Conference*
United Methodist Church

Alabama West Florida Conference Board of Trustees
Information Regarding Rule of Law
June 27, 2022

On April 21, 2022 the Alabama-West Florida Conference Board of Trustees approved the disaffiliation of four churches; Frazer, Pentecost, Mt. Hilliard, and Simpsons Chapel. These churches followed the proper procedures as identified in the Book of Discipline of the United Methodist Church ¶2553.

With this process in place, the disaffiliation of these churches was property before the Alabama-West Florida Annual Conference on June 14, 2022.

Sincerely,

Olivia L. Poole

Olivia L. Poole (Jun 27, 2022 15:28 CDT)

Rev. Dr. Olivia L. Poole
Chairperson, Board of Trustees for the Alabama-West Florida Annual
Conference

Interested Parties

Bishop David Graves
4719 Woodmere Blvd.
Montgomery, AL 36106
bishop@awfumc.org

Suzanne Krejcar-Treasurer of the Alabama-West Florida Conference
4719 Woodmere Blvd
Montgomery, AL 36106
suzanne@awfumc.org

Bob Northcutt-Chancellor
3040 Bankhead Ave
Montgomery, AL 36106
Bob.Northcutt@chlaw.com

Ralph Peterson-Lay Member form Gulf Breeze UMC, requested the ruling
10 Tristan Way
Pensacola Beach, Florida 32561
raplaw@me.com

Olivia Poole-Chair of the Board of Trustees
103 Grayson Drive
Enterprise, AL 36330
Olivia.l.poole@gmail.com

Jeff Wilson-Dean of the Cabinet
4719 Woodmere Blvd.
Montgomery, AL 36106
ds.jeffwilson@gmail.com

[\(/\)](#)[Churches \(/churches\)](#) [Clergy \(/clergy\)](#) [Districts \(/districts\)](#)
[Resources \(/resources\)](#) [Staff \(/conferencestaff\)](#)[Homepage \(/\)](#) / [Our Conference \(/ourconference\)](#) / [2022 Annual Conference \(/ac2022\)](#)
/ [2022 Local Church Disaffiliations \(/2022-local-church-disaffiliations\)](#)

2022 Local Church Disaffiliations

The following Alabama-West Florida local churches will come before the lay and clergy members to conference for a disaffiliation vote. Votes may only be yes or no. No amendments to the agreements may be made from the floor.

Frazer Memorial United Methodist Church

Signed Minutes of Church Conference

(/files/websites/www/Frazer+Minutes+of+Church+Conference_02012022.pdf)

Signed Disaffiliation Agreement (/files/websites/www/06132022_Frazer+Disaffiliation+Agreement+-+FORM+4840-6164-5790_For+Signature+-+signed.pdf)

Mt. Hilliard United Methodist Church

Signed Disaffiliation Agreement

(/files/websites/www/06132022_Mt+Hilliard+Disaffiliation+Agreement+-+FORM+4840-6164-5790_Signed.pdf)

Signed Minutes of Church Conference

(/files/websites/www/082020_Minutes+from+vote_Mt+Hilliard.pdf)

Pentecost United Methodist Church

Signed Minutes of Church Conference (/files/websites/www/Pentecost+Minutes+to+Disaffiliate.pdf)

Signed Disaffiliation Agreement

(/files/websites/www/06132022_Pentecost+Disaffiliation+Agreement+-+FORM+4840-6164-5790_For+Signature+-+signed.pdf)

Simpson Chapel United Methodist Church

Signed Minutes of Church Conference

(/files/websites/www/122021_Signed+Minutes+of+Church+Conference.pdf)

Signed Disaffiliation Agreement

(/files/websites/www/06132022_Simpson+Chapel+Disaffiliation+Agreement+-+FORM+4840-6164-5790_For+Signature+-+signed.pdf)

2022 ANNUAL CONFERENCE (/AC2022)

12 Days of Prayer

(<https://awf-email.brtaapp.com/viewemail/3297166>)

2022 AC Book of Reports

(<https://www.awfumc.org/files/websites/www/>)

2022 AC Daily Email

Updates (/2022-ac-daily-email-updates)

2022 AC Photo Galleries

(/2022-ac-photo-galleries)

2022 Annual Conference

Awards (/annual-conference-awards-22)

2022 Annual Conference

Video Archives (/2022-annual-conference-video-archives)

2022 Award Winner Bios

(/2022-award-winner-bios)

2022 Book of Report

Submissions (/2022-book-of-report-submissions)

2022 Live Stream Links

(/awfac22live)

▶ [2022 Local Church Disaffiliations \(/2022-local-church-disaffiliations\)](#)

2022 Resolution Information

(/2022-resolution-information)

2022 Standing Rules

Deadlines (/2022-standing-rules-deadlines)

2022-2023 Appointment

Book (/files/mcp_files/2022-2023+apt+final.pdf)

AC Overview Video

(<https://vimeo.com/705367391>)

Book of Reports Order Link

(<https://www.amazon.com/dp/B09YMKKM3J>)

Called Charge Conference

Frazer Memorial United Methodist Church

January 30, 2022

Meeting was opened by Dr. Chris Montgomery, who welcomed attendees and thanked the Bishop and District Superintendent, Dr. Jeff Wilson for joining us on our journey for these many months. He also welcomed Rev. June Jernigan, the Bishop's assistant to the meeting. Pastor Mario Aman translated for the Hispanic members.

Pastor Chris prayed for us and welcomed District Superintendent and Chairman of the Church Conference, Dr. Jeff Wilson, to the podium.

Pastor Jeff welcomed everyone and went over some instructions for the meeting. He verified that all members had checked in, received a nametag and a ballot with the motion from the Board of Stewards and Executive Team. Since the motion comes from them, it does not need a second. There will be 3 speeches for and 3 against, all limited to 3 minutes each. To pass, it takes 2/3 of those voting and present this evening. After speeches and discussion, you will take your ballots to the ballot boxes. Ballots will be counted by preselected tellers the conference secretary and me. The results shared tonight.

Floor opened for speeches

One speech against presented

Three speeches for presented

No more speeches against, Pastor Jeff called for the vote. Come Holy Spirit, come...

Vote results:

899 votes cast

895 valid

4 invalid

874 yes

21 no

Pastor Jeff thanked all for their support of the Montgomery/Opelika District and the Alabama West Florida Conference. Added that Frazer will be missed, and he prays God's blessing on the church. Offered to assist anyone wanting to unite with a United Methodist Church.

Pastor Jeff closed with a prayer.

Respectfully submitted by Teri Brown

1/31/2022



Frazer Memorial United Methodist Church
Church Conference Vote
January 30, 2022

895 Valid

4 Invalid


874 Yes

21 No

Signatures:



Dr. Jeff Wilson
District Superintendent, Montgomery-Opelika and Dothan Districts



Teri Brown
Administrative Assistant to Dr. Chris Montgomery, Senior Pastor
Frazer Church Secretary

DISAFFILIATION AGREEMENT PURSUANT TO ¶ 2553

This Disaffiliation Agreement Pursuant to ¶ 2553 of the Book of Discipline of the United Methodist Church (“Disaffiliation Agreement”) is entered into effective this 13th day of June 2022, the Disaffiliation Date, by and between Frazer United Methodist Church, Inc. (“Local Church”) and the Alabama-West Florida Conference (“Annual Conference”).

WHEREAS, Local Church is a former United Methodist church within the boundaries of Annual Conference;

WHEREAS, Local Church has held a church conference, in compliance with ¶¶ 246.8, 248, and 2553.2-.3 of *The Book of Discipline of The United Methodist Church* (“*Discipline*”), at which at least two-thirds (2/3) of the professing members present at the church conference of Local Church voted to disaffiliate from The United Methodist Church “for reasons of conscience regarding a change in the requirements and provisions of the *Book of Discipline* related to the practice of homosexuality or the ordination or marriage of self-avowed practicing homosexuals as resolved and adopted by the 2019 General Conference, or the actions or inactions of its annual conference related to these issues which follow.”

WHEREAS, pursuant to ¶ 2501.1 of the *Discipline*, Local Church holds its real and personal, tangible and intangible property “in trust for The United Methodist Church and subject to the provisions of its *Discipline*.”

WHEREAS, property subject to ¶ 2501.1 “can be released from the trust, transferred free of trust or subordinated to the interests of creditors and other third parties only to the extent authority is given by the *Discipline*.” (¶ 2501.2)

WHEREAS, ¶ 2553 provides a specific circumstance in which property subject to ¶ 2501.1 can be released from the trust imposed by that paragraph.

WHEREAS, ¶ 2553.4 requires the terms and conditions of Local Church’s disaffiliation from The United Methodist Church to be “memorialized in a binding Disaffiliation Agreement.”

WHEREAS, Local Church and Annual Conference wish to (1) resolve all matters between them, and Local Church wishes to acquire from Annual Conference all of Annual Conference’s interest, on behalf of The United Methodist Church, in the real and personal, tangible and intangible

property held by Local Church and (2) comply with the requirements of ¶ 2553 and Judicial Council *Decision* 1379.

NOW, THEREFORE, in consideration of the foregoing and all the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Local Church and Annual Conference agree as follows:

1. Conditions Precedent. Local Church and Annual Conference acknowledge and agree:
 - a. *Church Conference Vote*. At least two-thirds (2/3) of the professing members present at a church conference of January 30th, 2022 has met and voted to disaffiliate from The United Methodist Church effective on the Disaffiliation Date set forth in Section 3, as evidenced in Exhibit 1 “for reasons of conscience regarding a change in the requirements and provisions of the *Book of Discipline* related to the practice of homosexuality or the ordination or marriage of self-avowed practicing homosexuals as resolved and adopted by the 2019 General Conference, or the actions or inactions of its annual conference related to these issues which follow.” Local Church must provide documentation, to the satisfaction of Annual Conference, which evidences the result of the disaffiliation vote taken at the church conference. Such documentation must be certified by an authorized officer of Local Church and shall be included as an exhibit to this Disaffiliation Agreement.
 - b. *Annual Conference Approval*: This Disaffiliation Agreement has been ratified by a majority of the members present and voting at a duly call session of the Annual Conference.
 - c. Should either of the above not occur, this Disaffiliation Agreement shall immediately become null and void.
2. Applicability of ¶ 2501. Local Church acknowledges and agrees that pursuant to ¶ 2501 of the *Discipline*, Local Church holds all property, real and personal, tangible and intangible, in trust for the benefit of The United Methodist Church.

3. Date of Disaffiliation. Should Local Church timely comply with all of its obligations as set forth herein, Local Church's disaffiliation from The United Methodist Church will be effective on the date shown above which shall be the date of ratification of this Disaffiliation Agreement ("Disaffiliation Date").

4. Local Church's Obligations. Except as otherwise approved by Annual Conference, by no later than the Disaffiliation Date (the "Closing Date"), Local Church shall do the following:

a. *Payments*. Local Church shall pay to Annual Conference, in a manner specified by Annual Conference, \$4,332,510 for:

- i. The right to retain its real and personal, tangible and intangible property, subject to the terms herein, and the execution of the Bill of Sale and Quit Claim Deeds, required on behalf of the Annual Conference in the amount of \$0.
- ii. Unpaid apportionments for the twelve (12) months immediately prior to the Disaffiliation Date, in the amount of \$302,585 as calculated by Annual Conference;
- iii. An additional twelve (12) months of apportionments, as calculated by Annual Conference in the amount of \$345,380;
- iv. An amount equal to the Local Church's pro rata share, as determined by Annual Conference, of Annual Conference's unfunded pension obligations, based on the Annual Conference's aggregate funding obligations as determined by the General Board of Pension and Health Benefits using market factors similar to a commercial annuity provider, in the amount of \$2,470,230;
- v. An amount equal to the Local Church's pro rata share as determined by Annual Conference, of Annual Conference's unfunded Post Retirement Medical (PRM) obligations as calculated by a third party actuary, valuation date of January 1, 2021, in the amount of \$1,214,315.

- b. *Other Liabilities.* Local Church shall either satisfy all of its debts, loans, and liabilities, or assign or transfer such obligations to its new entity. Local Church must provide sufficient documentation of same to Annual Conference.
- c. *Intellectual Property.* Local Church shall cease all use of “United Methodist,” the Cross & Flame insignia, and any other intellectual property of the denomination and Annual Conference, including the removal of all signage containing the same.”
- d. *Group Tax Exemption Ruling.* As of the Disaffiliation Date, Local Church shall cease to use, and also shall ensure that any affiliates of Local Church which have been included in the group tax exemption ruling shall cease to use, any and all documentation stating that Local Church is included in the denomination’s group tax exemption ruling administered by the General Council on Finance and Administration of The United Methodist Church, with the exception of finalizing year-end financial documents and reporting related to Local Church. Local Church and any of its affiliates which have been included in the group tax exemption ruling will be removed without notice as of the Disaffiliation Date. Local Church or its successors shall be solely responsible for obtaining its own IRS ruling regarding tax exempt status.

5. Organizational Transition. Local Church shall take all steps necessary to close and/or dissolve any legal entities and to settle, liquidate, or transfer all assets and obligations of such entities, or to establish any new legal entities, or to modify its current organizing documents, as needed to effectuate its disaffiliation from The United Methodist Church, to the satisfaction of Annual Conference. Local Church shall indemnify, defend, and hold harmless Annual Conference and its officers, directors, agents, and employees from any liability or costs (including reasonable attorney fees) resulting from any claim, action, or cause of action for damages to persons or property resulting from Local Church’s failure to take all necessary steps as required by this Section 5.

6. Property. Upon satisfaction of the requirements of Sections 1, 4 and 6 hereof, Local Church will have full ownership and assume full responsibility for the property and assets of Local Church, which shall include any parsonage, cemetery and real property granted to Local Church. The parties shall ensure all necessary transfers or other transactions relating to the above properties are completed on the Disaffiliation Date, unless otherwise approved by Annual Conference. Any costs

resulting from such transfers or other transactions shall be borne by Local Church. Annual Conference shall fully cooperate with Local Church, as needed and applicable, to ensure that such transfers and other transactions convey all of Annual Conference's interest – both for itself and on behalf of The United Methodist Church – in the real and personal, tangible and intangible property of Local Church.

7. Release of Claims. Upon the completion of all of their respective obligations herein, Annual Conference and Local Church for itself and for Frazer Free Methodist Church (hereinafter collectively referred to as “Local Church”) and each of their respective agents, representatives, members, trustees, employees, successors, attorneys, and assigns, hereby fully and forever covenant not to sue each other, and release, discharge and hold harmless each other, and their current and former trustees, officers, representatives, insurers, employees, and assigns, in both their official and individual capacities, from any liability for any and all causes of action and claims, including any statutory or common law cause of action, tort or contractual claims, any claims for attorneys' fees, expenses and all other damages, whether known or unknown, foreseen or unforeseen, which Annual Conference or Local Church ever had, now has, hereafter may have or claim to have against any of the above-named entities or persons in any way related to or arising out of their relationship with each other or activities at the Local Church. The parties further represent they have no pending lawsuit, charge, complaint, or other action against each other. Notwithstanding the foregoing releases and covenants not to sue, the parties may take action to enforce this Disaffiliation Agreement in any court where jurisdiction and venue are proper.

8. Indemnification by Local Church. As additional consideration for the execution of this Disaffiliation Agreement and the Release of Claims and transfer of property contemplated herein, the Local Church hereby agrees to release, acquit, defend, hold harmless and indemnify the Annual Conference from any and all claims, demands, costs, expenses, lawsuits or other claims of whatever nature arising out of or related to acts or omissions involving the Local Church and/or its officers, trustees, and representatives, including those directly or indirectly related to any Boy Scout of America activities that may have been sponsored by the Local Church. This section shall be binding on the Local Church, its successors and assigns.

9. Time Limit. Should the Local Church fail to satisfy all of its obligations set forth herein by the times prescribed in this agreement, this Disaffiliation Agreement shall be null and void.

10. Continuing as Plan Sponsor. Nothing in this Disaffiliation Agreement shall prevent Local Church, after the Disaffiliation Date, from continuing to sponsor benefit plans from the General Board of Pension and Health Benefits, to the extent permitted by federal law, and provided that Local Church has not expressly resolved that it no longer shares common religious bonds with The United Methodist Church.

11. Non-Severability. Each of the terms of this Disaffiliation Agreement is a material and integral part hereof. Should any provision of this Disaffiliation Agreement be held unenforceable or contrary to law, the entire Disaffiliation Agreement shall be deemed null and void.

12. Entire Agreement. This Disaffiliation Agreement and the deeds, bills of sale and other documents executed in connection herewith shall represent the entire agreement and full understanding of the parties hereto.

13. Counterpart Execution. This Disaffiliation Agreement and all other documents referenced herein may be executed in counterparts and a signature provided by email, fax or other electronic means shall be as binding as an original signature.

FRAZER UNITED METHODIST CHURCH

BY: *Butch McPherson*
Butch McPherson (May 27, 2022 14:38 CDT)
OFFICER: Butch McPherson

BY: *Alan Peavy*
Alan Peavy (May 27, 2022 15:38 CDT)
OFFICER: Alan Peavy

BY: *Jason Kocher*
Jason Kocher (May 27, 2022 16:51 EDT)
OFFICER: Jason Kocher

BY: *Bob Wood*
Bob Wood (May 27, 2022 14:12 CDT)
CHURCH ADMINISTRATOR: Bob Wood

ALABAMA-WEST FLORIDA CONFERENCE

BY: _____
Treasurer & Director of Administration

APPROVED BY:
ATTORNEY FOR
ALABAMA-WEST FLORIDA CONFERENCE:

ROBERT F. NORTHCUTT

GEORGE PARKER











06132022_Frazer Disaffiliation Agreement - FORM 4840-6164-5790_For Signature


Final Audit Report


2022-05-27


Created:	2022-05-25
By:	Suzanne Krejcar (suzanne@awfumc.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAe3FaDADTJyRnP3Cq0Owliuq4iYrq5sU7


"06132022_Frazer Disaffiliation Agreement - FORM 4840-6164-5790_For Signature" History

-  Document created by Suzanne Krejcar (suzanne@awfumc.org)
2022-05-25 - 8:51:46 PM GMT
-  Document emailed to Bob Wood (bwood@frazer.church) for signature
2022-05-25 - 8:52:30 PM GMT
-  Email viewed by Bob Wood (bwood@frazer.church)
2022-05-26 - 6:31:23 PM GMT
-  Document e-signed by Bob Wood (bwood@frazer.church)
Signature Date: 2022-05-27 - 7:12:39 PM GMT - Time Source: server
-  Document emailed to Butch McPherson (emmaus43@gmail.com) for signature
2022-05-27 - 7:12:41 PM GMT
-  Email viewed by Butch McPherson (emmaus43@gmail.com)
2022-05-27 - 7:20:28 PM GMT
-  Document e-signed by Butch McPherson (emmaus43@gmail.com)
Signature Date: 2022-05-27 - 7:38:45 PM GMT - Time Source: server
-  Document emailed to Alan Peavy (alpyv1@gmail.com) for signature
2022-05-27 - 7:38:46 PM GMT
-  Email viewed by Alan Peavy (alpyv1@gmail.com)
2022-05-27 - 7:44:16 PM GMT
-  Document e-signed by Alan Peavy (alpyv1@gmail.com)
Signature Date: 2022-05-27 - 8:38:21 PM GMT - Time Source: server- IP address: 68.185.156.9

 Document emailed to Jason Kocher (jkocher@bellsouth.net) for signature
2022-05-27 - 8:38:22 PM GMT

 Email viewed by Jason Kocher (jkocher@bellsouth.net)
2022-05-27 - 8:50:19 PM GMT- IP address: 209.73.183.17

 Document e-signed by Jason Kocher (jkocher@bellsouth.net)
Signature Date: 2022-05-27 - 8:51:09 PM GMT - Time Source: server- IP address: 107.77.236.57

 Agreement completed.
2022-05-27 - 8:51:09 PM GMT

Mt. Hilliard Methodist Church
Church Minutes
PO Box 447
1648 County Road 14
Union Springs, AL 36089

Minutes of Special Called Business Meeting – March 8, 2020

A combined specially called meeting of members of Hopewell UMC and Mt. Hilliard UMC was held at Hopewell UMC to discuss and vote on withdrawing from the United Methodist Church denomination. The meeting was called to order by Rev. Patrick McWhorter

- 1. First order of business was discussion of each church withdrawing from the United Methodist denomination.**
- 2. Motion was made and seconded to withdraw**
- 3. Members present voted unanimously for Mt. Hilliard Church to withdraw from denomination.**


Meeting was then adjourned.



Glenda Lunsford Secretary/Treasurer

Sworn to and subscribed before me this the 27th day of October, 2021





Notary Public
Commission Expires: 11/2023

DISAFFILIATION AGREEMENT PURSUANT TO ¶ 2553

This Disaffiliation Agreement Pursuant to ¶ 2553 of the Book of Discipline of the United Methodist Church (“Disaffiliation Agreement”) is entered into effective this 13th day of June 2022, the Disaffiliation Date, by and between Mt. Hilliard United Methodist Church, Inc. (“Local Church”) and the Alabama-West Florida Conference (“Annual Conference”).

WHEREAS, Local Church is a former United Methodist church within the boundaries of Annual Conference;

WHEREAS, Local Church has held a church conference, in compliance with ¶¶ 246.8, 248, and 2553.2-.3 of *The Book of Discipline of The United Methodist Church* (“*Discipline*”), at which at least two-thirds (2/3) of the professing members present at the church conference of Local Church voted to disaffiliate from The United Methodist Church “for reasons of conscience regarding a change in the requirements and provisions of the *Book of Discipline* related to the practice of homosexuality or the ordination or marriage of self-avowed practicing homosexuals as resolved and adopted by the 2019 General Conference, or the actions or inactions of its annual conference related to these issues which follow.”

WHEREAS, pursuant to ¶ 2501.1 of the *Discipline*, Local Church holds its real and personal, tangible and intangible property “in trust for The United Methodist Church and subject to the provisions of its *Discipline*.”

WHEREAS, property subject to ¶ 2501.1 “can be released from the trust, transferred free of trust or subordinated to the interests of creditors and other third parties only to the extent authority is given by the *Discipline*.” (¶ 2501.2)

WHEREAS, ¶ 2553 provides a specific circumstance in which property subject to ¶ 2501.1 can be released from the trust imposed by that paragraph.

WHEREAS, ¶ 2553.4 requires the terms and conditions of Local Church’s disaffiliation from The United Methodist Church to be “memorialized in a binding Disaffiliation Agreement.”

WHEREAS, Local Church and Annual Conference wish to (1) resolve all matters between them, and Local Church wishes to acquire from Annual Conference all of Annual Conference’s interest, on behalf of The United Methodist Church, in the real and personal, tangible and intangible

property held by Local Church and (2) comply with the requirements of ¶ 2553 and Judicial Council *Decision* 1379.

NOW, THEREFORE, in consideration of the foregoing and all the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Local Church and Annual Conference agree as follows:

1. Conditions Precedent. Local Church and Annual Conference acknowledge and agree:
 - a. Church Conference Vote. At least two-thirds (2/3) of the professing members present at a church conference on March 8, 2020 has met and voted to disaffiliate from The United Methodist Church effective on the Disaffiliation Date set forth in Section 3, as evidenced in Exhibit 1 "for reasons of conscience regarding a change in the requirements and provisions of the *Book of Discipline* related to the practice of homosexuality or the ordination or marriage of self-avowed practicing homosexuals as resolved and adopted by the 2019 General Conference, or the actions or inactions of its annual conference related to these issues which follow." Local Church must provide documentation, to the satisfaction of Annual Conference, which evidences the result of the disaffiliation vote taken at the church conference. Such documentation must be certified by an authorized officer of Local Church and shall be included as an exhibit to this Disaffiliation Agreement.
 - b. Annual Conference Approval: This Disaffiliation Agreement has been ratified by a majority of the members present and voting at a duly call session of the Annual Conference.
 - c. Should either of the above not occur, this Disaffiliation Agreement shall immediately become null and void.
2. Applicability of ¶ 2501. Local Church acknowledges and agrees that pursuant to ¶ 2501 of the *Discipline*, Local Church holds all property, real and personal, tangible and intangible, in trust for the benefit of The United Methodist Church.

3. Date of Disaffiliation. Should Local Church timely comply with all of its obligations as set forth herein, Local Church's disaffiliation from The United Methodist Church will be effective on the date shown above which shall be the date of ratification of this Disaffiliation Agreement ("Disaffiliation Date").

4. Local Church's Obligations. Except as otherwise approved by Annual Conference, by no later than the Disaffiliation Date (the "Closing Date"), Local Church shall do the following:

a. *Payments.* Local Church shall pay to Annual Conference, in a manner specified by Annual Conference, \$13,554 for:

- i. The right to retain its real and personal, tangible and intangible property, subject to the terms herein, and the execution of the Bill of Sale and Quit Claim Deeds, required on behalf of the Annual Conference in the amount of \$0.
- ii. Unpaid apportionments for the twelve (12) months immediately prior to the Disaffiliation Date, in the amount of \$1,748 as calculated by Annual Conference;
- iii. An additional twelve (12) months of apportionments, as calculated by Annual Conference in the amount of \$1,748;
- iv. An amount equal to the Local Church's pro rata share, as determined by Annual Conference, of Annual Conference's unfunded pension obligations, based on the Annual Conference's aggregate funding obligations as determined by the General Board of Pension and Health Benefits using market factors similar to a commercial annuity provider, in the amount of \$7,436;
- v. An amount equal to the Local Church's pro rata share as determined by Annual Conference, of Annual Conference's unfunded Post Retirement Medical (PRM) obligations as calculated by a third party actuary, valuation date of January 1, 2021, in the amount of \$2,623.

- b. *Other Liabilities.* Local Church shall either satisfy all of its debts, loans, and liabilities, or assign or transfer such obligations to its new entity. Local Church must provide sufficient documentation of same to Annual Conference.
 - c. *Intellectual Property.* Local Church shall cease all use of "United Methodist," the Cross & Flame insignia, and any other intellectual property of the denomination and Annual Conference, including the removal of all signage containing the same."
 - d. *Group Tax Exemption Ruling.* As of the Disaffiliation Date, Local Church shall cease to use, and also shall ensure that any affiliates of Local Church which have been included in the group tax exemption ruling shall cease to use, any and all documentation stating that Local Church is included in the denomination's group tax exemption ruling administered by the General Council on Finance and Administration of The United Methodist Church, with the exception of finalizing year-end financial documents and reporting related to Local Church. Local Church and any of its affiliates which have been included in the group tax exemption ruling will be removed without notice as of the Disaffiliation Date. Local Church or its successors shall be solely responsible for obtaining its own IRS ruling regarding tax exempt status.
5. Organizational Transition. Local Church shall take all steps necessary to close and/or dissolve any legal entities and to settle, liquidate, or transfer all assets and obligations of such entities, or to establish any new legal entities, or to modify its current organizing documents, as needed to effectuate its disaffiliation from The United Methodist Church, to the satisfaction of Annual Conference. Local Church shall indemnify, defend, and hold harmless Annual Conference and its officers, directors, agents, and employees from any liability or costs (including reasonable attorney fees) resulting from any claim, action, or cause of action for damages to persons or property resulting from Local Church's failure to take all necessary steps as required by this Section 5.
6. Property. Upon satisfaction of the requirements of Sections 1, 4 and 6 hereof, Local Church will have full ownership and assume full responsibility for the property and assets of Local Church, which shall include any parsonage, cemetery and real property granted to Local Church. The parties shall ensure all necessary transfers or other transactions relating to the above properties are completed on the Disaffiliation Date, unless otherwise approved by Annual Conference. Any costs

resulting from such transfers or other transactions shall be borne by Local Church. Annual Conference shall fully cooperate with Local Church, as needed and applicable, to ensure that such transfers and other transactions convey all of Annual Conference's interest – both for itself and on behalf of The United Methodist Church – in the real and personal, tangible and intangible property of Local Church.

7. Release of Claims. Upon the completion of all of their respective obligations herein, Annual Conference and Local Church for itself and for Mt. Hilliard Church (hereinafter collectively referred to as "Local Church") and each of their respective agents, representatives, members, trustees, employees, successors, attorneys, and assigns, hereby fully and forever covenant not to sue each other, and release, discharge and hold harmless each other, and their current and former trustees, officers, representatives, insurers, employees, and assigns, in both their official and individual capacities, from any liability for any and all causes of action and claims, including any statutory or common law cause of action, tort or contractual claims, any claims for attorneys' fees, expenses and all other damages, whether known or unknown, foreseen or unforeseen, which Annual Conference or Local Church ever had, now has, hereafter may have or claim to have against any of the above-named entities or persons in any way related to or arising out of their relationship with each other or activities at the Local Church. The parties further represent they have no pending lawsuit, charge, complaint, or other action against each other. Notwithstanding the foregoing releases and covenants not to sue, the parties may take action to enforce this Disaffiliation Agreement in any court where jurisdiction and venue are proper.

8. Indemnification by Local Church. As additional consideration for the execution of this Disaffiliation Agreement and the Release of Claims and transfer of property contemplated herein, the Local Church hereby agrees to release, acquit, defend, hold harmless and indemnify the Annual Conference from any and all claims, demands, costs, expenses, lawsuits or other claims of whatever nature arising out of or related to acts or omissions involving the Local Church and/or its officers, trustees, and representatives, including those directly or indirectly related to any Boy Scout of America activities that may have been sponsored by the Local Church. This section shall be binding on the Local Church, its successors and assigns.

9. Time Limit. Should the Local Church fail to satisfy all of its obligations set forth herein by the times prescribed in this agreement, this Disaffiliation Agreement shall be null and void.

10. Continuing as Plan Sponsor. Nothing in this Disaffiliation Agreement shall prevent Local Church, after the Disaffiliation Date, from continuing to sponsor benefit plans from the General Board of Pension and Health Benefits, to the extent permitted by federal law, and provided that Local Church has not expressly resolved that it no longer shares common religious bonds with The United Methodist Church.

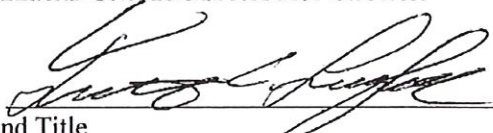
11. Non-Severability. Each of the terms of this Disaffiliation Agreement is a material and integral part hereof. Should any provision of this Disaffiliation Agreement be held unenforceable or contrary to law, the entire Disaffiliation Agreement shall be deemed null and void.

12. Entire Agreement. This Disaffiliation Agreement and the deeds, bills of sale and other documents executed in connection herewith shall represent the entire agreement and full understanding of the parties hereto.

13. Counterpart Execution. This Disaffiliation Agreement and all other documents referenced herein may be executed in counterparts and a signature provided by email, fax or other electronic means shall be as binding as an original signature.

MT. HILLIARD UNITED METHODIST CHURCH

BY:
Name and Title


Chairman of the Board

APPROVED BY:
ATTORNEY FOR
MT. HILLIARD UNITED METHODIST CHURCH


BLAKE OLIVER
Samford and Denson, LLP

ALABAMA-WEST FLORIDA CONFERENCE

BY: _____
Treasurer & Director of Administration

APPROVED BY:
ATTORNEY FOR
ALABAMA-WEST FLORIDA CONFERENCE:

ROBERT F. NORTHCUTT

GEORGE PARKER

Sept 29, 2021 Jeff Wilson

Call to meeting in 30 min include agenda
to incorporate all, per to support
agenda to stay with West 11 West
Voted 7 to 1 to disapprove - duly
Compliance

Develop by David - get an additional
1. Corp documents, agenda, financial
unity. Meeting closed to our
8:00 PM

Suzanne Krejcar

From: ebtemail@juno.com
Sent: Friday, May 20, 2022 9:07 AM
To: Suzanne Krejcar
Subject: Minutes 9-29-21. Voting on disaffiliate

Call to meeting 6:30 pm, motion to disaffiliate to incorporate, yes to support disaffiliate, no to stay with United Conference. Voted 7 to 1 to disaffiliate, duly called conference. Need to develop by-laws, get an attorney: corp documents, deed, form new unity. Meeting closed 6:45 pm.

DISAFFILIATION AGREEMENT PURSUANT TO ¶ 2553

This Disaffiliation Agreement Pursuant to ¶ 2553 of the Book of Discipline of the United Methodist Church (“Disaffiliation Agreement”) is entered into effective this 13th day of June 2022, the Disaffiliation Date, by and between Pentecost United Methodist Church, Inc. (“Local Church”) and the Alabama-West Florida Conference (“Annual Conference”).

WHEREAS, Local Church is a former United Methodist church within the boundaries of Annual Conference;

WHEREAS, Local Church has held a church conference, in compliance with ¶¶ 246.8, 248, and 2553.2-3 of *The Book of Discipline of The United Methodist Church* (“*Discipline*”), at which at least two-thirds (2/3) of the professing members present at the church conference of Local Church voted to disaffiliate from The United Methodist Church “for reasons of conscience regarding a change in the requirements and provisions of the *Book of Discipline* related to the practice of homosexuality or the ordination or marriage of self-avowed practicing homosexuals as resolved and adopted by the 2019 General Conference, or the actions or inactions of its annual conference related to these issues which follow.”

WHEREAS, pursuant to ¶ 2501.1 of the *Discipline*, Local Church holds its real and personal, tangible and intangible property “in trust for The United Methodist Church and subject to the provisions of its *Discipline*.”

WHEREAS, property subject to ¶ 2501.1 “can be released from the trust, transferred free of trust or subordinated to the interests of creditors and other third parties only to the extent authority is given by the *Discipline*.” (¶ 2501.2)

WHEREAS, ¶ 2553 provides a specific circumstance in which property subject to ¶ 2501.1 can be released from the trust imposed by that paragraph.

WHEREAS, ¶ 2553.4 requires the terms and conditions of Local Church’s disaffiliation from The United Methodist Church to be “memorialized in a binding Disaffiliation Agreement.”

WHEREAS, Local Church and Annual Conference wish to (1) resolve all matters between them, and Local Church wishes to acquire from Annual Conference all of Annual Conference’s interest, on behalf of The United Methodist Church, in the real and personal, tangible and intangible

property held by Local Church and (2) comply with the requirements of ¶ 2553 and Judicial Council *Decision* 1379.

NOW, THEREFORE, in consideration of the foregoing and all the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Local Church and Annual Conference agree as follows:

1. Conditions Precedent. Local Church and Annual Conference acknowledge and agree:
 - a. *Church Conference Vote*. At least two-thirds (2/3) of the professing members present at a church conference on September 29, 2021 has met and voted to disaffiliate from The United Methodist Church effective on the Disaffiliation Date set forth in Section 3, as evidenced in Exhibit 1 “for reasons of conscience regarding a change in the requirements and provisions of the *Book of Discipline* related to the practice of homosexuality or the ordination or marriage of self-avowed practicing homosexuals as resolved and adopted by the 2019 General Conference, or the actions or inactions of its annual conference related to these issues which follow.” Local Church must provide documentation, to the satisfaction of Annual Conference, which evidences the result of the disaffiliation vote taken at the church conference. Such documentation must be certified by an authorized officer of Local Church and shall be included as an exhibit to this Disaffiliation Agreement.
 - b. *Annual Conference Approval*: This Disaffiliation Agreement has been ratified by a majority of the members present and voting at a duly call session of the Annual Conference.
 - c. Should either of the above not occur, this Disaffiliation Agreement shall immediately become null and void.
2. Applicability of ¶ 2501. Local Church acknowledges and agrees that pursuant to ¶ 2501 of the *Discipline*, Local Church holds all property, real and personal, tangible and intangible, in trust for the benefit of The United Methodist Church.

3. Date of Disaffiliation. Should Local Church timely comply with all of its obligations as set forth herein, Local Church's disaffiliation from The United Methodist Church will be effective on the date shown above which shall be the date of ratification of this Disaffiliation Agreement ("Disaffiliation Date").

4. Local Church's Obligations. Except as otherwise approved by Annual Conference, by no later than the Disaffiliation Date (the "Closing Date"), Local Church shall do the following:

- a. *Payments*. Local Church shall pay to Annual Conference, in a manner specified by Annual Conference, \$22,268 for:
 - i. The right to retain its real and personal, tangible and intangible property, subject to the terms herein, and the execution of the Bill of Sale and Quit Claim Deeds, required on behalf of the Annual Conference in the amount of \$0.
 - ii. Unpaid apportionments for the twelve (12) months immediately prior to the Disaffiliation Date, in the amount of \$1,509 as calculated by Annual Conference;
 - iii. An additional twelve (12) months of apportionments, as calculated by Annual Conference in the amount of \$1,509;
 - iv. An amount equal to the Local Church's pro rata share, as determined by Annual Conference, of Annual Conference's unfunded pension obligations, based on the Annual Conference's aggregate funding obligations as determined by the General Board of Pension and Health Benefits using market factors similar to a commercial annuity provider, in the amount of \$10,793;
 - v. An amount equal to the Local Church's pro rata share as determined by Annual Conference, of Annual Conference's unfunded Post Retirement Medical (PRM) obligations as calculated by a third party actuary, valuation date of January 1, 2021, in the amount of \$5,305,

- vi. The Local Church's unpaid apportionments as calculated by the Annual Conference, for the full year 2020 in the amount of \$2,397 and the first half of 2021 in the amount of \$755.
 - b. *Other Liabilities.* Local Church shall either satisfy all of its debts, loans, and liabilities, or assign or transfer such obligations to its new entity. Local Church must provide sufficient documentation of same to Annual Conference.
 - c. *Intellectual Property.* Local Church shall cease all use of "United Methodist," the Cross & Flame insignia, and any other intellectual property of the denomination and Annual Conference, including the removal of all signage containing the same."
 - d. *Group Tax Exemption Ruling.* As of the Disaffiliation Date, Local Church shall cease to use, and also shall ensure that any affiliates of Local Church which have been included in the group tax exemption ruling shall cease to use, any and all documentation stating that Local Church is included in the denomination's group tax exemption ruling administered by the General Council on Finance and Administration of The United Methodist Church, with the exception of finalizing year-end financial documents and reporting related to Local Church. Local Church and any of its affiliates which have been included in the group tax exemption ruling will be removed without notice as of the Disaffiliation Date. Local Church or its successors shall be solely responsible for obtaining its own IRS ruling regarding tax exempt status.
5. Organizational Transition. Local Church shall take all steps necessary to close and/or dissolve any legal entities and to settle, liquidate, or transfer all assets and obligations of such entities, or to establish any new legal entities, or to modify its current organizing documents, as needed to effectuate its disaffiliation from The United Methodist Church, to the satisfaction of Annual Conference. Local Church shall indemnify, defend, and hold harmless Annual Conference and its officers, directors, agents, and employees from any liability or costs (including reasonable attorney fees) resulting from any claim, action, or cause of action for damages to persons or property resulting from Local Church's failure to take all necessary steps as required by this Section 5.
6. Property. Upon satisfaction of the requirements of Sections 1, 4 and 6 hereof, Local Church will have full ownership and assume full responsibility for the property and assets of Local Church,

which shall include any parsonage, cemetery and real property granted to Local Church. The parties shall ensure all necessary transfers or other transactions relating to the above properties are completed on the Disaffiliation Date, unless otherwise approved by Annual Conference. Any costs resulting from such transfers or other transactions shall be borne by Local Church. Annual Conference shall fully cooperate with Local Church, as needed and applicable, to ensure that such transfers and other transactions convey all of Annual Conference's interest – both for itself and on behalf of The United Methodist Church – in the real and personal, tangible and intangible property of Local Church.

7. Release of Claims. Upon the completion of all of their respective obligations herein, Annual Conference and Local Church for itself and for Pentecost Methodist Church (hereinafter collectively referred to as "Local Church") and each of their respective agents, representatives, members, trustees, employees, successors, attorneys, and assigns, hereby fully and forever covenant not to sue each other, and release, discharge and hold harmless each other, and their current and former trustees, officers, representatives, insurers, employees, and assigns, in both their official and individual capacities, from any liability for any and all causes of action and claims, including any statutory or common law cause of action, tort or contractual claims, any claims for attorneys' fees, expenses and all other damages, whether known or unknown, foreseen or unforeseen, which Annual Conference or Local Church ever had, now has, hereafter may have or claim to have against any of the above-named entities or persons in any way related to or arising out of their relationship with each other or activities at the Local Church. The parties further represent they have no pending lawsuit, charge, complaint, or other action against each other. Notwithstanding the foregoing releases and covenants not to sue, the parties may take action to enforce this Disaffiliation Agreement in any court where jurisdiction and venue are proper.

8. Indemnification by Local Church. As additional consideration for the execution of this Disaffiliation Agreement and the Release of Claims and transfer of property contemplated herein, the Local Church hereby agrees to release, acquit, defend, hold harmless and indemnify the Annual Conference from any and all claims, demands, costs, expenses, lawsuits or other claims of whatever nature arising out of or related to acts or omissions involving the Local Church and/or its officers, trustees, and representatives, including those directly or indirectly related to any Boy

Scout of America activities that may have been sponsored by the Local Church. This section shall be binding on the Local Church ,its successors and assigns.

9. Time Limit. Should the Local Church fail to satisfy all of its obligations set forth herein by the times prescribed in this agreement, this Disaffiliation Agreement shall be null and void.

10. Continuing as Plan Sponsor. Nothing in this Disaffiliation Agreement shall prevent Local Church, after the Disaffiliation Date, from continuing to sponsor benefit plans from the General Board of Pension and Health Benefits, to the extent permitted by federal law, and provided that Local Church has not expressly resolved that it no longer shares common religious bonds with The United Methodist Church.

11. Non-Severability. Each of the terms of this Disaffiliation Agreement is a material and integral part hereof. Should any provision of this Disaffiliation Agreement be held unenforceable or contrary to law, the entire Disaffiliation Agreement shall be deemed null and void.

12. Entire Agreement. This Disaffiliation Agreement and the deeds, bills of sale and other documents executed in connection herewith shall represent the entire agreement and full understanding of the parties hereto.

13. Counterpart Execution. This Disaffiliation Agreement and all other documents referenced herein may be executed in counterparts and a signature provided by email, fax or other electronic means shall be as binding as an original signature.

PENTECOST UNITED METHODIST CHURCH

BY: *Earnestine Baker*
Earnestine Baker (May 31, 2022 12:16 CDT)
Trustee Chair & Treasurer: Earnestine Baker

APPROVED BY:
ATTORNEY FOR
PENTECOST UNITED METHODIST CHURCH

Blake Oliver
Blake Oliver (May 26, 2022 08:59 CDT)

BLAKE OLIVER
Samford and Denson, LLP

ALABAMA-WEST FLORIDA CONFERENCE

BY: _____
Treasurer & Director of Administration

APPROVED BY:
ATTORNEY FOR
ALABAMA-WEST FLORIDA CONFERENCE:

ROBERT F. NORTHCUTT

GEORGE PARKER









06132022_Pentecost Disaffiliation Agreement - FORM 4840-6164-5790_For Signature

Final Audit Report

2022-05-31

Created:	2022-05-26
By:	Suzanne Krejcar (suzanne@awfumc.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAABBLHxAHgSOvD_V4jXUy-vWDbcv7gc0NI

"06132022_Pentecost Disaffiliation Agreement - FORM 4840-6164-5790_For Signature" History

-  Document created by Suzanne Krejcar (suzanne@awfumc.org)
2022-05-26 - 1:57:12 PM GMT - IP address: 75.76.135.154
-  Document emailed to Blake Oliver (oliver@samfordlaw.com) for signature
2022-05-26 - 1:57:50 PM GMT
-  Email viewed by Blake Oliver (oliver@samfordlaw.com)
2022-05-26 - 1:58:42 PM GMT
-  Document e-signed by Blake Oliver (oliver@samfordlaw.com)
Signature Date: 2022-05-26 - 1:59:07 PM GMT - Time Source: server
-  Document emailed to Earnestine Baker (ebtemail@juno.com) for signature
2022-05-26 - 1:59:09 PM GMT
-  Email viewed by Earnestine Baker (ebtemail@juno.com)
2022-05-31 - 5:09:59 PM GMT
-  Document e-signed by Earnestine Baker (ebtemail@juno.com)
Signature Date: 2022-05-31 - 5:16:35 PM GMT - Time Source: server
-  Agreement completed.
2022-05-31 - 5:16:35 PM GMT

2021 Church Conference Attendance Sheet

Date: Wednesday, December 15th, 2021, 5 p.m.

Church/Charge: Simpson Chapel United Methodist Church

please print names below

1. Cynthia Lapsley
2. ~~Eric & Nancy~~ ~~Shard~~ Alice D'Amico
3. Lizzie Shard Darrell King
4. ~~De~~ ~~King~~ Nancy C. King
5. Yvonne Weaver
6. Amette Hill
7. Alliyah Brown
8. Daphne Steadman
9. ~~Jan~~ ~~King~~
10. Roy Starkey
11. Calie Jackson
12. Dr. Faivest Cureton
13. Lorenda Wilson
14. ~~Justice~~ ~~Cash~~
15. Natasha Brewer
16. ~~Jan~~ ~~King~~
17. ~~Willie~~ ~~Lapsley~~
18. Sylvia Cash
19. Charles Cash
20. Lucille Williams

-
21. _____
 22. _____
 23. _____
 24. _____
 25. _____
 26. _____
 27. _____
 28. _____
 29. _____
 30. _____

Proposal:

In this Called Church Conference, we consider the following proposal, which requires a 2/3 vote from the church membership,

In fulfilling our obligations as defined in ¶ 2553, Simpson Chapel United Methodist Church will disaffiliate from the United Methodist Church on *Closing Date*, under the disaffiliation agreement of ¶ 2553 in The United Methodist Church Book of Discipline.

1st Motion: Rev Castro

2nd Motion: Julie Cash

Total Voting: 23

Yes 23 No 0 Abstain 0

Charge Conference Secretary: Spitta Wilco

District Superintendent: Mike Pearson

DISAFFILIATION AGREEMENT PURSUANT TO ¶ 2553

This Disaffiliation Agreement Pursuant to ¶ 2553 of the Book of Discipline of the United Methodist Church (“Disaffiliation Agreement”) is entered into effective this 13th day of June 2022, the Disaffiliation Date, by and between Simpson Chapel United Methodist Church, Inc. (“Local Church”) and the Alabama-West Florida Conference (“Annual Conference”).

WHEREAS, Local Church is a former United Methodist church within the boundaries of Annual Conference;

WHEREAS, Local Church has held a church conference, in compliance with ¶¶ 246.8, 248, and 2553.2-.3 of *The Book of Discipline of The United Methodist Church* (“*Discipline*”), at which at least two-thirds (2/3) of the professing members present at the church conference of Local Church voted to disaffiliate from The United Methodist Church “for reasons of conscience regarding a change in the requirements and provisions of the *Book of Discipline* related to the practice of homosexuality or the ordination or marriage of self-avowed practicing homosexuals as resolved and adopted by the 2019 General Conference, or the actions or inactions of its annual conference related to these issues which follow.”

WHEREAS, pursuant to ¶ 2501.1 of the *Discipline*, Local Church holds its real and personal, tangible and intangible property “in trust for The United Methodist Church and subject to the provisions of its *Discipline*.”

WHEREAS, property subject to ¶ 2501.1 “can be released from the trust, transferred free of trust or subordinated to the interests of creditors and other third parties only to the extent authority is given by the *Discipline*.” (¶ 2501.2)

WHEREAS, ¶ 2553 provides a specific circumstance in which property subject to ¶ 2501.1 can be released from the trust imposed by that paragraph.

WHEREAS, ¶ 2553.4 requires the terms and conditions of Local Church’s disaffiliation from The United Methodist Church to be “memorialized in a binding Disaffiliation Agreement.”

WHEREAS, Local Church and Annual Conference wish to (1) resolve all matters between them, and Local Church wishes to acquire from Annual Conference all of Annual Conference’s interest, on behalf of The United Methodist Church, in the real and personal, tangible and intangible

property held by Local Church and (2) comply with the requirements of ¶ 2553 and Judicial Council *Decision* 1379.

NOW, THEREFORE, in consideration of the foregoing and all the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Local Church and Annual Conference agree as follows:

1. Conditions Precedent. Local Church and Annual Conference acknowledge and agree:
 - a. Church Conference Vote. At least two-thirds (2/3) of the professing members present at a church conference on December 15, 2021 has met and voted to disaffiliate from The United Methodist Church effective on the Disaffiliation Date set forth in Section 3, as evidenced in Exhibit 1 “for reasons of conscience regarding a change in the requirements and provisions of the *Book of Discipline* related to the practice of homosexuality or the ordination or marriage of self-avowed practicing homosexuals as resolved and adopted by the 2019 General Conference, or the actions or inactions of its annual conference related to these issues which follow.” Local Church must provide documentation, to the satisfaction of Annual Conference, which evidences the result of the disaffiliation vote taken at the church conference. Such documentation must be certified by an authorized officer of Local Church and shall be included as an exhibit to this Disaffiliation Agreement.
 - b. Annual Conference Approval: This Disaffiliation Agreement has been ratified by a majority of the members present and voting at a duly call session of the Annual Conference.
 - c. Should either of the above not occur, this Disaffiliation Agreement shall immediately become null and void.
2. Applicability of ¶ 2501. Local Church acknowledges and agrees that pursuant to ¶ 2501 of the *Discipline*, Local Church holds all property, real and personal, tangible and intangible, in trust for the benefit of The United Methodist Church.

3. Date of Disaffiliation. Should Local Church timely comply with all of its obligations as set forth herein, Local Church's disaffiliation from The United Methodist Church will be effective on the date shown above which shall be the date of ratification of this Disaffiliation Agreement ("Disaffiliation Date").

4. Local Church's Obligations. Except as otherwise approved by Annual Conference, by no later than the Disaffiliation Date (the "Closing Date"), Local Church shall do the following:

a. *Payments*. Local Church shall pay to Annual Conference, in a manner specified by Annual Conference, \$13,220 for:

- i. The right to retain its real and personal, tangible and intangible property, subject to the terms herein, and the execution of the Bill of Sale and Quit Claim Deeds, required on behalf of the Annual Conference in the amount of \$0.
- ii. Unpaid apportionments for the twelve (12) months immediately prior to the Disaffiliation Date, in the amount of \$666 as calculated by Annual Conference;
- iii. An additional twelve (12) months of apportionments, as calculated by Annual Conference in the amount of \$1;290
- iv. An amount equal to the Local Church's pro rata share, as determined by Annual Conference, of Annual Conference's unfunded pension obligations, based on the Annual Conference's aggregate funding obligations as determined by the General Board of Pension and Health Benefits using market factors similar to a commercial annuity provider, in the amount of \$6,346;
- v. An amount equal to the Local Church's pro rata share as determined by Annual Conference, of Annual Conference's unfunded Post Retirement Medical (PRM) obligations as calculated by a third party actuary, valuation date of January 1, 2021, in the amount of \$4,368,
- vi. The Local Church's unpaid apportionments as calculated by the Annual Conference, for the year 2019 in the amount of \$300 and for the year 2020 in the amount of \$250.

- b. *Other Liabilities.* Local Church shall either satisfy all of its debts, loans, and liabilities, or assign or transfer such obligations to its new entity. Local Church must provide sufficient documentation of same to Annual Conference.
- c. *Intellectual Property.* Local Church shall cease all use of “United Methodist,” the Cross & Flame insignia, and any other intellectual property of the denomination and Annual Conference, including the removal of all signage containing the same.”
- d. *Group Tax Exemption Ruling.* As of the Disaffiliation Date, Local Church shall cease to use, and also shall ensure that any affiliates of Local Church which have been included in the group tax exemption ruling shall cease to use, any and all documentation stating that Local Church is included in the denomination’s group tax exemption ruling administered by the General Council on Finance and Administration of The United Methodist Church, with the exception of finalizing year-end financial documents and reporting related to Local Church. Local Church and any of its affiliates which have been included in the group tax exemption ruling will be removed without notice as of the Disaffiliation Date. Local Church or its successors shall be solely responsible for obtaining its own IRS ruling regarding tax exempt status.

5. Organizational Transition. Local Church shall take all steps necessary to close and/or dissolve any legal entities and to settle, liquidate, or transfer all assets and obligations of such entities, or to establish any new legal entities, or to modify its current organizing documents, as needed to effectuate its disaffiliation from The United Methodist Church, to the satisfaction of Annual Conference. Local Church shall indemnify, defend, and hold harmless Annual Conference and its officers, directors, agents, and employees from any liability or costs (including reasonable attorney fees) resulting from any claim, action, or cause of action for damages to persons or property resulting from Local Church’s failure to take all necessary steps as required by this Section 5.

6. Property. Upon satisfaction of the requirements of Sections 1, 4 and 6 hereof, Local Church will have full ownership and assume full responsibility for the property and assets of Local Church, which shall include any parsonage, cemetery and real property granted to Local Church. The parties shall ensure all necessary transfers or other transactions relating to the above properties are completed on the Disaffiliation Date, unless otherwise approved by Annual Conference. Any costs

resulting from such transfers or other transactions shall be borne by Local Church. Annual Conference shall fully cooperate with Local Church, as needed and applicable, to ensure that such transfers and other transactions convey all of Annual Conference's interest – both for itself and on behalf of The United Methodist Church – in the real and personal, tangible and intangible property of Local Church.

7. Release of Claims. Upon the completion of all of their respective obligations herein, Annual Conference and Local Church for itself and for Simpson Chapel Methodist Church (hereinafter collectively referred to as "Local Church") and each of their respective agents, representatives, members, trustees, employees, successors, attorneys, and assigns, hereby fully and forever covenant not to sue each other, and release, discharge and hold harmless each other, and their current and former trustees, officers, representatives, insurers, employees, and assigns, in both their official and individual capacities, from any liability for any and all causes of action and claims, including any statutory or common law cause of action, tort or contractual claims, any claims for attorneys' fees, expenses and all other damages, whether known or unknown, foreseen or unforeseen, which Annual Conference or Local Church ever had, now has, hereafter may have or claim to have against any of the above-named entities or persons in any way related to or arising out of their relationship with each other or activities at the Local Church. The parties further represent they have no pending lawsuit, charge, complaint, or other action against each other. Notwithstanding the foregoing releases and covenants not to sue, the parties may take action to enforce this Disaffiliation Agreement in any court where jurisdiction and venue are proper.

8. Indemnification by Local Church. As additional consideration for the execution of this Disaffiliation Agreement and the Release of Claims and transfer of property contemplated herein, the Local Church hereby agrees to release, acquit, defend, hold harmless and indemnify the Annual Conference from any and all claims, demands, costs, expenses, lawsuits or other claims of whatever nature arising out of or related to acts or omissions involving the Local Church and/or its officers, trustees, and representatives, including those directly or indirectly related to any Boy Scout of America activities that may have been sponsored by the Local Church. This section shall be binding on the Local Church ,its successors and assigns.

9. Time Limit. Should the Local Church fail to satisfy all of its obligations set forth herein by the times prescribed in this agreement, this Disaffiliation Agreement shall be null and void.

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11. Non-Severability. Each of the terms of this Disaffiliation Agreement is a material and integral part hereof. Should any provision of this Disaffiliation Agreement be held unenforceable or contrary to law, the entire Disaffiliation Agreement shall be deemed null and void.

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13. Counterpart Execution. This Disaffiliation Agreement and all other documents referenced herein may be executed in counterparts and a signature provided by email, fax or other electronic means shall be as binding as an original signature.

SIMPSON CHAPEL UNITED METHODIST CHURCH

BY: *Loretta Wilson*
[Loretta Wilson \(May 26, 2022 12:52 CDT\)](#)
Secretary, Loretta Wilson

BY: *Darrell B King*
Trustee, Darrell King

BY: *Cynthia Lapsley*
[Cynthia Lapsley \(May 27, 2022 08:46 CDT\)](#)
Trustee, Cynthia Lapsley

ALABAMA-WEST FLORIDA CONFERENCE

BY: _____
Treasurer & Director of Administration

APPROVED BY:
ATTORNEY FOR
ALABAMA-WEST FLORIDA CONFERENCE:

ROBERT F. NORTHCUTT

GEORGE PARKER










06132022_Simpson Chapel Disaffiliation Agreement - FORM 4840-6164-5790_For Signature


Final Audit Report


2022-05-27


Created:	2022-05-26
By:	Suzanne Krejcar (suzanne@awfumc.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAMAuMxWiiV-zqrRnYmq-3AbKErfe3H5Ui

"06132022_Simpson Chapel Disaffiliation Agreement - FORM 4840-6164-5790_For Signature" History

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-  Document emailed to Loretta Wilson (w1lore79@att.net) for signature
2022-05-26 - 5:31:17 PM GMT
-  Email viewed by Loretta Wilson (w1lore79@att.net)
2022-05-26 - 5:51:21 PM GMT
-  Document e-signed by Loretta Wilson (w1lore79@att.net)
Signature Date: 2022-05-26 - 5:52:40 PM GMT - Time Source: server
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2022-05-26 - 5:52:42 PM GMT
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2022-05-26 - 5:52:51 PM GMT
-  Suzanne Krejcar (suzanne@awfumc.org) replaced signer claspsley@bellsouth.net with Cynthia Lapsley (clapsley@bellsouth.net)
2022-05-26 - 6:00:18 PM GMT
-  Document emailed to Cynthia Lapsley (clapsley@bellsouth.net) for signature
2022-05-26 - 6:00:18 PM GMT
-  Email sent to claspsley@bellsouth.net bounced and could not be delivered
2022-05-26 - 6:00:21 PM GMT


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2022-05-26 - 6:33:56 PM GMT

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Signature Date: 2022-05-27 - 1:46:04 PM GMT - Time Source: server

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2022-05-27 - 1:46:06 PM GMT

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2022-05-27 - 1:53:25 PM GMT

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Signature Date: 2022-05-27 - 1:55:25 PM GMT - Time Source: server

 Agreement completed.
2022-05-27 - 1:55:25 PM GMT

**Board of Trustees
Alabama-West Florida Conference
Minutes
April 21, 2022**

Board Members Present (all via ZOOM): Rev. Dr. Olivia Poole, Emily Kincaid, Rev. Mike Hoppe, John Daniel, Betty Stone, Pat Luna, Christy Crow

Ex-officio Members Present: Rev. Dr. Debora Bishop (Cabinet rep), Suzanne Krejcar (Conf. Treasurer), Rev. June Jernigan (Assist. to Bishop)

Guests Present: Bob Northcutt (Chancellor)

Members Absent: Rev. Larry Bryars, Carolyn Witten

Place of Meeting: ZOOM

1. Call Meeting to Order

Suzanne Krejcar called meeting to order at 9:04am.

2. Opening Prayer

Rev. Dr. Debora Bishop gave the devotion on "Do not be afraid" and the opening prayer

3. Attendance

4. Approval of Minutes from March 3 and March 24, 2022 meetings

Christy Crow made the motion to approve, seconded by Mike Hoppe and approved by all voting members present.

5. Team Reports

Team reports were not given today.

6. Financial Report

Suzanne Krejcar gave the financial report. The report was accepted by motion from John Bush and second by Seth Gowan. Approved by vote.

7. Property Report

The board discussed the disaffiliation calculation model proposed for the five churches presented for approval to disaffiliate. Pat Luna requested an explanation of the line items included in the calculation that represented amounts about the Par. 2553 minimum. A discussion followed on the rationale and methodology of asking for funds over and above the minimum amount defined in the disaffiliation paragraph.

The board moved to discussing the individual disaffiliation amounts:

- **Pentecost** – Christy Crow made the motion and Seth Gowan seconded it, that the church be asked to pay the minimum disaffiliation calculation as provided to the church based on the 2021 calculation plus apportionments for the one year and a half representing 2020 and the first half of 2021 (the second half of 2021 is included in the standard disaffiliation figure.) That amount is \$19,116 plus \$3,152 for a total assessment of \$22,268. The motion passed with eight votes for and one vote against the motion.

- **Mt. Hilliard** – Christy Crow made the motion and Emily Kincaid seconded the motion to ask Mt. Hilliard to pay the minimum disaffiliation calculation as previous provided for a total liability of \$13,554. The motion passed with the nine votes for and zero votes against the motion.
- **Simpson Chapel** – Christy Crow made the motion and Emily Kincaid seconded the motion to ask Simpson Chapel to pay \$13,220 which represents the minimum disaffiliation payment plus the portion of unpaid apportionments in 2019 and 2020 and giving credit for one half year's of apportionments already paid in 2021. The motion passed with the nine votes for and zero votes against the motion.
- **Samson** – Christy Crow motioned and Seth Gowan seconded the motion to ask Samson to pay \$93,767 which represents the minimum disaffiliation calculation for 2022 plus the unpaid apportionments in 2019 and given one-half year's credit for apportionments already paid in 2021. The motion passed with the nine votes for and zero votes against the motion.
- **Frazer** – Seth Gowan motioned and Christy Crow seconded the motion to ask Frazer to pay \$4,332,510 which represents the 2022 minimum disaffiliation calculation adjusted for paid and unpaid 2021 apportionments.

All amounts will be communicated to DS Jeff Wilson to share with the individual churches.

Olivia Poole prayed for each of the departing churches.

8. Disaffiliation Policy

John Daniel walked the board through the draft process document.

Pat Luna requested that church members be notified of the vote after church council and given information about how to find another United Methodist Church. Debora Bishop told her that this was part of the Town Hall process and would be handled by the DS.

Mike Hoppe asked if this document would include a timeline for churches who wished to disaffiliate. Debora Bishop responded that there was no specific timeline specified as it was largely dependent upon the schedule of the district superintendent but that it would be done as quickly as possible.

Pat Luna made the motion to accept the process as written and Betty Stone seconded the motion. Nine members voted for the motion and zero members voted against it. The motion passed.

A reminder was shared of the May meeting and because Betty missed her opportunity to give today's devotion, Mike Hoppe yielded May for her to provide the devotion. Mike Hoppe will give the devotion at the next meeting which is not yet scheduled.

Seth made the motion to adjourn. The motion was seconded by John Bush and was approved by all.

Olivia Poole closed the meeting in prayer.

Meeting ended at 12:40pm

(Minutes submitted by Suzanne Krejcar)

1022-18
INTERESTED PARTIES
Alabama-West Florida Annual Conference

Rev Ashley Davis [Secretary of the Annual Conference]
ashley@awfumc.org

Ralph Peterson [Asked Q of Law]
Lay Member form Gulf Breeze UMC
10 Tristan Way
Pensacola Beach, Florida 32561
raplaw@me.com

Olivia Poole [Chair of the Board of Trustees]
103 Grayson Drive
Enterprise, AL 36330
Olivia.l.poole@gmail.com

Suzanne Krejcar [Conference Treasurer]
4719 Woodmere Blvd
Montgomery, AL 36106
suzanne@awfumc.org

Jeff Wilson [Dean of the Cabinet]
4719 Woodmere Blvd.
Montgomery, AL 36106
ds.jeffwilson@gmail.com

Bishop David Graves [Presiding Bishop]
4719 Woodmere Blvd.
Montgomery, AL 36106
bishop@awfumc.org

Bob Northcutt [Chancellor]
3040 Bankhead Ave
Montgomery, AL 36106
Bob.Northcutt@chlaw.com

Rev Ashley Davis [Conf Secy] <ashley@awfumc.org>,
Ralph A Peterson [Asked Q of Law] <raplaw@me.com>,
Olivia Poole [Chair Conf BoT] <olivia.l.poole@gmail.com>,
Suzanne Krejcar [Conf Treasurer] <suzanne@awfumc.org>,
Jeff Wilson [Dean of Cabinet] <ds.jeffwilson@gmail.com>
Bishop David W Graves [Presiding Bishop] <Bishop@awfumc.org>,
Robert F Northcutt [Conf Chancellor] <Bob.Northcutt@chlaw.com>,