

THE FLORIDA ANNUAL CONFERENCE OF THE UNITED METHODIST CHURCH
SPECIAL SESSION – APRIL 22, 2023

Resolutions for Approval of Church Disaffiliations
Pursuant to Paragraph 2553 of The Book of Discipline

WHEREAS, the following local churches in The Florida Annual Conference of The United Methodist Church (the “**Florida Conference**”) seek to disaffiliate from The United Methodist Church pursuant to Paragraphs 2553 and 2529.1.b)(3) of the *2016 Book of Discipline of The United Methodist Church*, as amended by the 2019 General Conference (the “**Discipline**”):

<u>Name of Local Church</u>	<u>City</u>
Alturas United Methodist Church of Florida, Inc.	Alturas
Alva Methodist Church, Inc., d/b/a Alva United Methodist Church	Alva
Van Dyke United Methodist Church, Inc., d/b/a Bay Hope Church	Lutz
Canal Point United Methodist Church, Inc.	Canal Point
Christ United Methodist Church of Lehigh Acres, Inc.	Lehigh Acres
Christ United Methodist Church of Venice, Inc.	Venice
Community of Hope, a United Methodist Congregation, Inc.,	Loxahatchee
Community Methodist Church, Inc.	Belle Glade
Community United Methodist Church of DeBary, Inc.	DeBary
Marathon Community United Methodist Church, Inc.	Marathon
Crystal River United Methodist Church, Inc.	Crystal River
Deer Lake United Methodist Church, Inc.	Tallahassee
DeLeon Springs United Methodist Church, Inc.	DeLeon Springs
Dundee United Methodist Church, Inc.	Dundee
Edgewater United Methodist Church, Inc.	Port Charlotte
Englewood United Methodist Church, Inc.	Englewood
Estero United Methodist Church, Inc.	Estero
Faith United Methodist Church of Jacksonville, Inc.	Jacksonville
First United Methodist Church of Alachua, Inc.	Alachua
The First United Methodist Church of Callahan, Inc.	Callahan
First United Methodist Church of Clermont, Inc.	Clermont
The First United Methodist Church of Clewiston, Florida, Inc.	Clewiston
First United Methodist Church of Deland, Florida, Inc.	Deland
First United Methodist Church of Lake City, Inc.	Lake City

First United Methodist Church of Lutz, Inc.	Lutz
First United Methodist Church Moore Haven	Moore Haven
The First United Methodist Church of Sebring, Florida	Sebring
First United Methodist Church of Tavares, Florida, Inc.	Tavares
Georgianna Church, Inc.	Merritt Island
Grace United Methodist Church of Cape Coral, Inc.	Cape Coral
Grace United Methodist Church of Gainesville, Inc.	Gainesville
Killlearn United Methodist Church, Inc.	Tallahassee
Korean United Methodist Church of South Florida, Inc.	Tamarac
Lakewood United Methodist Church of Jacksonville, Inc.	Jacksonville
Little Chapel United Methodist Church, Inc.	Ocala
Middleburg United Methodist Church, Inc.	Middleburg
First United Methodist Church of Brandon, Inc., d/b/a New Hope United Methodist Church	Brandon
New Hope United Methodist Church	Citra
North Hialeah United Methodist Church, Inc.	Hialeah
Oneco United Methodist Church, Inc.	Bradenton
Palma Ceia United Methodist Church, Inc.	Tampa
Pierson United Methodist Church, Inc.	Pierson
Pine Castle Methodist Church Inc.	Orlando
Port Charlotte United Methodist Church, Inc.	Port Charlotte
Riverdale United Methodist Church Inc	St. Augustine
Roseland United Methodist Church, Incorporated	Sebastian
Saint James United Methodist Church, Inc. d/b/a New Beginnings Community Church	Sarasota
The First United Methodist Church of Spring Hill, Inc. d/b/a Spring Life Church	Spring Hill
St. James United Methodist Church, Inc.	Palatka
St. John United Methodist Church of Sebring, Inc.	Sebring
Sylvan Abbey United Methodist Church, Inc.	Clearwater
Tampa Korean United Methodist Church, Inc.	Wesley Chapel
Waukeelah United Methodist Church, Inc.	Waukeelah
Welaka United Methodist Church	Welaka

WHEREAS, Paragraph 2553 of the Discipline provides a process for a local church to disaffiliate from The United Methodist Church “for reasons of conscience regarding a change in the requirements and provisions of the 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” and to obtain the release of its real and personal property from the trust imposed by Paragraph 2501 of the Discipline, which is commonly known as the “trust clause”; and

WHEREAS, Paragraph 2553 of the Discipline requires the decision of a local church to disaffiliate from The United Methodist Church for the stated reasons must be approved by the affirmative vote of least two-thirds of the church's professing members who are present at a church conference that is convened in accordance with Paragraph 248 of the Discipline; and

WHEREAS, each of the United Methodist local churches named above (collectively, the "**Disaffiliating Churches**") and each a "**Disaffiliating Church**") duly convened a church conference at which at least two-thirds of its professing members who were present voted to disaffiliate from The United Methodist Church pursuant to Paragraph 2553 of the Discipline;

WHEREAS, Paragraph 2553.4 of the Discipline requires the terms and conditions of a local church's disaffiliation from The United Methodist Church to be "established by the board of trustees of the applicable annual conference" and "memorialized in a binding Disaffiliation Agreement between the annual conference and the trustees of the local church, acting on behalf of the members";

WHEREAS, the terms and conditions for a local church in the Florida Conference to disaffiliate from The United Methodist Church have been established by the Board of Trustees of The Florida Annual Conference of The United Methodist Church, Inc. (the "**Board of Trustees**") and set forth in a Disaffiliation Agreement to be executed by the local church, the Board of Trustees, and the Florida Conference (the "**Disaffiliation Agreement**"), a copy of which has been included in the materials for this special session of the Florida Conference; and

WHEREAS, each of the Disaffiliating Churches has executed a Disaffiliation Agreement with the Board of Trustees and the Florida Conference; and

WHEREAS, the Disaffiliation Agreement executed by each of the Disaffiliating Churches provides that, subject to approval of the disaffiliation by the members of the Florida Conference and the performance and satisfaction by the church of all the terms and conditions of the Disaffiliation Agreement, the disaffiliation of the church from The United Methodist Church will be effective as of June 1, 2023 (the "**Disaffiliation Date**"), and the Florida Conference will release all interest of the Florida Conference and The United Methodist Church in the real and personal property of the church from the trust imposed by Paragraph 2501 of the Discipline; and

WHEREAS, Paragraph 2553 of the Discipline and the Disaffiliation Agreement executed by each of the Disaffiliating Churches obligate the church to pay to its appointed clergy any unpaid salary and/or benefits that are due through the Disaffiliation Date and to pay to the Florida Conference before the Disaffiliation Date the following: (1) any unpaid apportionments for the 12 months prior to its disaffiliation; (2) an additional 12 months of apportionments; (3) any unpaid pension contributions for the appointed clergy of the church that are due the Florida Conference through the Disaffiliation Date; (4) its pro rata share of the aggregate unfunded pension obligations of the Florida Conference as of the Disaffiliation Date, as determined by the Florida Conference in accordance with Paragraph 2553 of the Discipline; and (5) any unpaid insurance premiums that are due the Florida Conference through the Disaffiliation Date for the insurance provided to the church through the Ministry Protection insurance program of the Florida Conference;

WHEREAS, the Board of Trustees has approved the disaffiliation of each of the Disaffiliating Churches from The United Methodist Church pursuant to the terms and conditions of Paragraph 2553 of the Discipline and the Disaffiliation Agreement executed by the church; and

WHEREAS, Paragraphs 2529.1.b)(3) of the Discipline provides that a local church cannot sever its connectional relationship to The United Methodist Church without the consent of the annual conference, and the Judicial Council of The United Methodist Church has ruled in Judicial Decision 1379 dated April 25, 2019, that this consent may be provided by a vote of "a simple majority of the members of the annual

conference present and voting” at a session of the annual conference convened after the vote by the church conference of the local church to disaffiliate from the denomination pursuant to Paragraph 2553 of the Discipline;

NOW, THEREFORE, BE IT RESOLVED, that the Florida Conference ratifies, approves, and authorizes the following with respect to the disaffiliation of each of the Disaffiliating Churches pursuant to Paragraph 2553 of the Discipline:

(a) The execution, delivery, and performance by the Florida Conference of the Disaffiliation Agreement with the church;

(b) The disaffiliation of the church from The United Methodist Church effective as of June 1, 2023, pursuant to Paragraph 2553 of the Discipline and the terms and conditions of the Disaffiliation Agreement executed by the church;

(c) The release of all interest of the Florida Conference and The United Methodist Church in the real and personal property of church from the trust imposed by Paragraph 2501 of the Discipline (the trust clause) upon the performance and satisfaction of all the terms and conditions of the Disaffiliation Agreement of the church;

(d) Payment from the funds of the Florida Conference of any and all fees, costs, taxes, expenses, and other disbursements that are desirable, necessary, or appropriate to prepare and execute the Disaffiliation Agreement and all ancillary documents with each Disaffiliating Church and consummate its disaffiliation from The United Methodist Church;

(e) Subject to approval of the Board of Trustees, but without any further approval of the members of the Florida Conference, any of the following actions by the Florida Conference with respect to the Disaffiliation Agreement of the church: (i) a waiver of any obligation of the church under the Disaffiliation Agreement; (ii) an extension of the Disaffiliation Date, but not beyond December 31, 2023; (iii) an extension of the time for the church to satisfy any condition precedent to disaffiliation that is set forth in the Disaffiliation Agreement, but not beyond December 31, 2023; (iv) a waiver of any condition precedent of the church that is set forth in Section 1(c), 1(d), or 1(e) of the Disaffiliation Agreement; (v) an amendment of any provision of the Disaffiliation Agreement in any manner that is not adverse to the church or contrary to the requirements of Paragraph 2553 of the Discipline; and (vi) an increase in any amount payable by the church under Section 4 of the Disaffiliation Agreement to reflect an extension of the Disaffiliation Date or an extension of time for it to satisfy any condition precedent to disaffiliation that is set forth in the Disaffiliation Agreement; and

(f) The execution of the Disaffiliation Agreement with the church, any ancillary document, and any waiver, extension, amendment, or termination of the Disaffiliation Agreement, in the name and on behalf of the Florida Conference by any of the following representatives of the Florida Conference: the Bishop; the Treasurer; the Assistant to the Bishop; and the Director of Connectional and Justice Ministries; and any other action that they, or any of them, may determine to be desirable, necessary, or appropriate to execute and deliver the Disaffiliation Agreement with the church or any ancillary document, consummate the disaffiliation of the church from The United Methodist Church, or otherwise carry out the intent and purposes of the preceding resolutions.
