

Creating vital congregations that make disciples
of Jesus Christ, who make disciples equipped and
sent to transform lives, communities, and the world.



November 9, 2022

Dear Bethesda Campground United Methodist Church,

Please accept this letter as notification of acceptance of your disaffiliation agreement with the Arkansas Conference of The United Methodist Church by the Conference Board of Trustees in accordance with paragraph 2553 with the *Book of Discipline of The United Methodist Church* and related Conference legislation. The Conference Board of Trustees will now request a vote of the Annual Conference at the special called session that begins at 10 am on Saturday, November 19, 2022 in Hot Springs, Arkansas.

If you have any questions or concerns, please do not hesitate to contact Alison Huskey at alison.huskey@arumc.org.

Yours in Christ,

Rev. Dr. Tony Griffin
President, Conference Trustees
Arkansas Conference of The United Methodist Church



UNITED METHODISTS OF
Arkansas
NORTHEAST DISTRICT

9-21-22

Reverend
John Fleming
District Superintendent,
Chief District Mission Strategist
john.fleming@arumc.org

LaDonna Busby
District Administrator
lbusby@arumc.org

BATESVILLE OFFICE:

MAILING ADDRESS:
P.O. Box 2415
Batesville, AR 72501

PHYSICAL ADDRESS:
1655 Neeley Street
Batesville, AR 72501

PHONE:
870-793-5247

FAX:
870-793-5248

EMAIL:
nedistsupt@arumc.org

To: Bishop Gary Mueller, Arkansas Conference Bishop Danny McSpadden, Pastor, Bob Keener, Church Trustees Chair Reverend Tony Griffin, Conference Trustees Chair Mr. Todd Burris, Arkansas Conference Director of Administrative Services

Dear All,

This email is to certify that on September 18, 2022 the Bethesda Campground United Methodist Church held a church conference following the provisions of ¶246.8 and ¶248, for the sole purpose of considering the following motion:

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 the Arkansas Conference of the United Methodist Church related to these issues that follow, we, the Bethesda Campground United Methodist Church, under the authority of ¶2553 of The 2016 Book of Discipline, choose to disaffiliate from the United Methodist Church, and in accordance with ¶2529 of The 2016 Book of Discipline we authorize the church's Board of Trustees to act on the church's behalf to complete and implement the disaffiliation agreement with the Arkansas Conference Board of Trustees.

The motion to disaffiliate from the United Methodist Church passed by a vote of 13 to 0, thus reaching the two-thirds threshold required by ¶2553.3 of The 2016 Book of Discipline and Judicial Council Decision 1379.

Accordingly, as District Superintendent of the Northeast District I do now certify the vote.

A copy of the official minutes and attendance report are attached.

With this vote the Trustees of the Bethesda Campground United Methodist Church are now authorized to move to the next phase of the Disaffiliation Process by working with the Conference Trustees to complete the standard disaffiliation agreement, which can be found by following this link. To help this process move as quickly and smoothly as possible, you are strongly encouraged to engage the services of an attorney who will be able to work with the conference trustees on the church's behalf. As a next step, the

Chair of the Church Trustees should contact Mr. Todd Burris, the Arkansas Conference Director of Administrative Services, at tburris@arumc.org or 501-324-8024 to begin the process.

Sincerely,
John Fleming District Superintendent

cc:

Dr. Ulysses Washington, Central District Superintendent

Rev. John Fleming, Northeast District Superintendent

Dr. Ann Ferris, SW District Superintendent

Dr. Blake Bradford, NW District Superintendent

Rev. Edna Morgan, SE District Superintendent

Rev. Jim Polk, Assistant to the Bishop

Ms. Michelle Ator, Conference Chancellor

DISAFFILIATION AGREEMENT
PURSUANT TO ¶2553 of
The Book of Discipline of the United Methodist Church
between The Arkansas Conference of the United Methodist Church
and Bethesda Campground United Methodist Church

This Disaffiliation Agreement Pursuant to ¶2553 (*“Disaffiliation of a Local Church Over Issues Related to Human Sexuality”*) is entered into this 16th day of December, 2022, by and between Bethesda Campground United Methodist Church (hereafter referred to as “Disaffiliating Church”) and The Arkansas Conference of The United Methodist Church (hereafter referred to as “Arkansas Conference.”)

WHEREAS, Disaffiliating Church is currently a United Methodist congregation that is a part of, and located within, the boundaries of the Arkansas Conference; and

WHEREAS, the parties acknowledge and agree that as current United Methodists, their rights and responsibilities with respect to church property are governed by church polity as set out in *The Book of Discipline of the United Methodist Church* (hereafter referred to as the “*Discipline*”) and as interpreted by the Judicial Council of the United Methodist Church; and

WHEREAS, pursuant to ¶ 2501.1 of the *Discipline*, Disaffiliating 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*;” and

WHEREAS, pursuant to ¶ 2501.2 of the *Discipline*, 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*;” and

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

WHEREAS, Disaffiliating Church has completed a process of discernment concerning disaffiliation from the United Methodist Church as mandated by the Principles adopted by the 2021 Arkansas Annual Conference, in which all members had voice; and

WHEREAS, Disaffiliating Church held a church conference, in compliance with ¶¶ 246.8, 248, and 2553.2-.3 of the *Discipline* at which at least two-thirds (2/3) of the professing members present at the church conference of the Disaffiliating Church voted 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” and Disaffiliating Church has provided certification, which has been deemed

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- f. Repayment of district, annual conference or general church grants made in the past ten years, excluding benevolence grants, totaling zero dollars;
- g. If the Disaffiliating Church's current pastor(s) remains in the United Methodist Church for the current appointive year, an amount equal to the difference between the agreed-upon compensation, including housing and pension, for the current appointive year and the appointive pastor's new compensation, if a lesser amount, totaling N/A; **\$5,250.00 (if applicable)**
- h. All costs and fees associated with the transfer of any asset or liability.

2. **Obligations Regarding Endowments:** See following pages

Disclosure: Within 30 days following any vote for disaffiliation, the Disaffiliating Church will identify and produce to the Arkansas Conference copies of all documents relevant to all endowments, trusts, memorial bequests, donations and any other rights made to or for the benefit of the Disaffiliating Church that contain restrictions particularly limiting them to United Methodism.

Transfer: The Disaffiliating Church will formally transfer all endowments, trusts, memorial bequests, donations and any other rights made to or for the benefit of the Disaffiliating Church that contain restrictions particularly limiting them to United Methodism to the Arkansas Conference. This resolution will be completed as of the Disaffiliation Date if required by the documents themselves on a case by case basis.

3. **Satisfaction of Liabilities:**

Disclosure: No later than 30 days following any vote for disaffiliation, the Disaffiliating Church shall fully disclose to the Arkansas Conference all of its existing debts, loans, liabilities and contractual obligations. An accounting of all such debts, loans, liabilities and contractual obligations is set out in **Exhibit B** to this Agreement.

Satisfaction: The Disaffiliating Church shall provide documentation satisfactory to the Arkansas Conference that it has satisfied, assigned or transferred all such debts, loans, liabilities or other obligations to its new entity, thereby fully releasing the Bethesda Campground United Methodist Church and the Arkansas Conference, and all of their trustees, officers, members, agents and employees, from any further liability for any debts, loans, liabilities and contractual obligations in any way associated with Bethesda Campground United Methodist Church. This resolution shall be completed on the Disaffiliation Date.

4. **Intellectual Property:**

Effective as of the Disaffiliation Date, Disaffiliating Church shall cease all use of "United Methodist," the Cross & Flame insignia, and any other intellectual property of the United Methodist denomination and the Arkansas Conference.

June 19, 2022

Filed in Probate Clerk's Office this

16 day of

July, 1980

By

LAST WILL AND TESTAMENT

OF

CLARENCE W. SHAW

KNOW ALL MEN BY THESE PRESENTS:

I, CLARENCE W. SHAW, a resident of Batesville, Independence County, Arkansas, hereby make and declare this instrument to be my Last Will and Testament, hereby revoking all Wills and Codicils heretofore made by me at any time.

I.

I direct that the Executor of my estate pay all my legal debts and costs of administration and funeral expenses as soon as it is convenient for him so to do.

II.

I hereby give and bequeath the sum of TEN THOUSAND DOLLARS (\$10,000.00) to BERTHA McSPADDEN.

III.

I hereby give and bequeath to the Trustees of the BETHESDA UNITED METHODIST CHURCH, Bethesda, Arkansas, and unto their successors and assignees forever, subject to the terms and conditions of the following trust, the sum of TEN THOUSAND DOLLARS (\$10,000.00):

TERMS OF TRUST

TEN THOUSAND DOLLARS (\$10,000.00) for the use and benefit of the BETHESDA UNITED METHODIST CHURCH, shall be invested by the deposit of same in an agency whose deposits are guaranteed by the United States of America such as a federal savings and loan association or a national bank and the interest will be used to apply on the Church budget each year with the distribution to be made by the Trustees of the income as same is received. No part of the principal sum of TEN THOUSAND DOLLARS (\$10,000.00) is to be used and the trust shall be known as the CLARENCE SHAW TRUST. In the event that the BETHESDA UNITED METHODIST CHURCH

should cease to exist, with the church building at or near its present site, then in that event the TEN THOUSAND DOLLARS (\$10,000.00) shall belong to the Trustees of the NORTH ARKANSAS CONFERENCE of the UNITED METHODIST CHURCH, or in the event of the merger or consolidation of the NORTH ARKANSAS CONFERENCE with another Conference, to the Trustees of whatever Conference of the UNITED METHODIST CHURCH that has jurisdiction over the BETHESDA METHODIST CHURCH. Said Trustee shall have the right to receive the said TEN THOUSAND DOLLARS (\$10,000.00) from the BETHESDA CHURCH TRUSTEES and to make whatever use or distribution of the funds that the Trustees of NORTH ARKANSAS CONFERENCE of the UNITED METHODIST CHURCH shall in their own discretion deem to be for the best interest of the Methodist Church. The Trustees need not be under bond nor are they required to file reports with the Court, but they are required to file a report with the District Superintendent of the District in which the BETHESDA CHURCH is located showing proper distribution and use of the income.

IV.

I hereby give, devise and bequeath all of the remainder of my estate, whether same be personal property, real estate or mixed, and wheresoever same may be located or situated, to DOYLE McSPADDEN. In the event that the said DOYLE McSPADDEN shall predecease me, then in that event the interest that would have passed to DOYLE McSPADDEN had he survived me shall be given to the children of DOYLE McSPADDEN, share and share alike.

V.

I hereby name and nominate DOYLE McSPADDEN to serve as Executor of my estate and as I have complete confidence in him no bond shall be required of him. He shall be authorized to sell at public or private sale any and all of the assets of my estate without first securing an order from the Probate Court authorizing said sale. He shall also be given as broad and complete powers as it is possible to give to a personal representative under the Laws of the State of Arkansas.

In the event that the said DOYLE McSPADDEN shall for any reason be unable or unwilling to act as Executor hereunder, then I nominate and appoint the FIRST NATIONAL BANK, BATESVILLE, ARKANSAS, as such Executor, and it shall be given the same powers and authority as hereinabove set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this the 15 day of April, 1974, in the presence of W. D. Murphy, Jr. and Fay Dilbeck, who, at my request, attest the same in my presence.

Clarence W. Shaw
Clarence W. Shaw

CERTIFICATE OF ATTESTING WITNESSES

We, W. D. Murphy, Jr. and Fay Dilbeck, do hereby certify that CLARENCE W. SHAW, the Testator in the above and foregoing Last Will and Testament, subscribed the same in our presence, at the same time declaring to us that the said instrument was his Last Will and Testament, and we, at his request and in his presence, and in the presence of each other now sign our names as attesting witnesses.

W. D. Murphy, Jr.
W. D. Murphy, Jr.

Fay Dilbeck
Fay Dilbeck

5. **Group Tax Exemption Ruling:**

Disaffiliating Church shall cease to use, and shall ensure that Bethesda Campground United Methodist Church, and all of its affiliates, that have been included in the United Methodist denomination's group tax exemption ruling shall cease to use any and all documentation stating that Disaffiliating Church is associated with or included in the denomination's group tax exemption ruling administered by the General Council on Finance and Administration of The United Methodist Church. The Disaffiliation Date will be the last date for the Disaffiliating Church and any of its affiliates that have been included in the group tax exemption ruling to use their current Federal Employer Identification Number. Disaffiliating Church will obtain a new Federal Employer Identification Number from the Internal Revenue Service as may be required.

6. **Local Church Records:**

No later than Disaffiliation, the Disaffiliating Church agrees it shall provide print or digital copies, in their entirety, to the Arkansas Conference all Bethesda Campground United Methodist Church archives, historic membership rolls, and historical documents, including but not limited to documents related to funerals, baptisms, weddings, and all trustee, committee, and council meeting minutes. The Disaffiliation Church agrees to maintain said documents in their original form indefinitely. If the Disaffiliating Church ceases operations, then the original documents shall be given to the Arkansas Conference or its successor organization.

7. **Membership: Membership on file with AR Conf Board of Trustees**

No later than 30 days following a vote to disaffiliate, the Disaffiliating Church will furnish to the Arkansas Conference a roll of all members who have not expressed an intent to remove their membership in the United Methodist Church in order to allow their membership to be transferred to another United Methodist Church.

8. **Cemeteries and Columbaria:**

If the Disaffiliating Church has a cemetery and/or columbarium, Disaffiliating Church agrees that it will accept ownership of and retain full responsibility for maintaining the cemetery and/or columbarium in accordance with the requirements of Arkansas law. Disaffiliating Church further agrees that it will forever continue to provide access to the cemetery and/or columbarium, for families, friends, and loved ones of those interned therein.

9. **Organizational Transition:**

Disaffiliating Church shall take all steps necessary to establish a new legal entity to fully effectuate its complete disaffiliation from Bethesda Campground United Methodist Church, the Arkansas Conference, and the United Methodist denomination as a whole no later than the Disaffiliation Date.

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10. *Transfer of Property:*

Disaffiliating Church agrees that it will:

- a. Take all steps necessary to dissolve any legal entities of the Bethesda Campground United Methodist Church in accordance with Arkansas law, on the Disaffiliation Date, and
- b. Settle, liquidate or transfer all assets of Bethesda Campground United Methodist Church on the Disaffiliation Date to its new legal entity, which are listed in **Exhibit C**.
- c. The parties agree, however, that the Disaffiliating Church will retain limited rights and duties provided by Arkansas law sufficient only to wind up the affairs of Bethesda Campground United Methodist Church, including those that might exist after the Disaffiliation Date.

11. *No Premature Transfer of Property:*

The Disaffiliating Church understands and agrees that if this Disaffiliation Agreement is not affirmed by the Arkansas Annual Conference by a simple majority of the members . . . present and voting” at a duly-called session of the Arkansas Annual Conference, as required by 2529.1b(3) and Judicial Council Decision 1379, the entire agreement will be null and void. The Disaffiliating Church therefore specifically agrees, represents and warrants that it is responsible for the upkeep and all costs associated with maintaining the value and good condition of all property at issue until the time of final transfer of assets, which will occur on the Disaffiliation Date, contingent upon affirmation by the Arkansas Annual Conference, and that it will not destroy, damage, sell, convey or transfer any property, real or personal, to the new entity or any other party prior to the Disaffiliation Date.

12. *No Warranties, Release, Indemnity and Hold Harmless:*

The Disaffiliating Church hereby specifically understands and agrees that it is accepting title to, and possession of, the property of Bethesda Campground United Methodist Church, real and personal, in its current condition, in whatever state it may exist, as of the Disaffiliation Date. The Disaffiliating Church understands and agrees that neither the Bethesda Campground United Methodist Church, nor the Arkansas Conference, nor any of their trustees, officers, members, agents, servants, employees, or representatives have made any promises, representations or warranties regarding the suitability of any property for future use, or the status of legal title, to any real or personal property associated with Bethesda Campground United Methodist Church. Disaffiliating Church, for itself, its new entity, and all of their members, representatives, officers, trustees, agents, servants, successors and assigns, hereby agrees to release, acquit, discharge, indemnify, defend, and hold harmless the Arkansas Conference and all of its officers, directors, trustees, agents, and employees, and representatives from all claims, causes of action, liabilities, damages,

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fees (including attorney's fees), or costs, tangible or intangible, seen or unforeseen, in any way resulting from any claim, action, or cause of action for damages to persons or property resulting from anything omitted, done or suffered to be done in any way related to the transfer of title and possession of the property to the Disaffiliating Church's new entity, the release of the trust clause, or resulting from Disaffiliating Church's failure to meet its obligations pursuant to this Disaffiliation Agreement.

II. The Arkansas Conference's Obligations:

Release of Trust Clause: Upon approval by the District Superintendent, and contingent upon the Annual Conference's ratification of this Disaffiliation Agreement, The Arkansas Conference agrees to release all of its current interest in the real and personal property of Bethesda Campground United Methodist Church, effective as of the Disaffiliation Date, to the Disaffiliating Church's new entity.

III. Mutual Release:

Upon the completion of all of their respective obligations herein, the Arkansas Conference and Disaffiliating Church, for themselves and all of their agents, employees, servants, representatives, members, officers, trustees, attorneys, successors, and assigns, hereby fully and forever covenant not to sue each other, and release and discharge each other, and all of their current and former agents, employees, servants, representatives, members, officers, trustees, attorneys employees, successors, attorneys, agents 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, that the Arkansas Conference or Disaffiliating Church may have, ever had, or may hereafter have or claim to have against any of the above-named entities or persons in any way arising out of their relationship with each other. The parties further represent they have no pending lawsuit, charge, complaint, or other action against the other. Notwithstanding the foregoing releases and covenants not to sue, the parties may take action necessary for the sole purpose of enforcing this Disaffiliation Agreement in any Arkansas court where jurisdiction and venue are proper.

IV. Required Dates and Other Conditions:

1. ***Disaffiliation Date:*** The agreed Disaffiliation Date as referenced in this Agreement is 16 December 2022. The Disaffiliating Church agrees and understands that it must take all necessary actions in this agreement to disaffiliate with The United Methodist Church within the time prescribed by *the Discipline*. In accordance with ¶ 2553.2 of the *Discipline*, the Disaffiliation Date must be after the Arkansas Annual Conference's ratification of the Disaffiliation Agreement, but no later than December 31, 2023. Should the Disaffiliating Church fail to satisfy all of its obligations as set forth

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herein on or before the specified dates, the Disaffiliation Agreement shall be null and void.

2. **Arkansas Annual Conference Ratification:** In accordance with the requirements of the *Discipline* ¶ 2529.1b(3) and Judicial Council Decision 1379, in order to be effective, this Disaffiliation Agreement must be "ratified by a simple majority of the members . . . present and voting" at a duly-called session of the Arkansas Annual Conference. If the Arkansas Annual Conference does not ratify this Agreement, it shall be null and void in its entirety.

V. Survival:

The rights and obligations of the parties to this Disaffiliation Agreement shall survive following the ratification, where it shall occur, of this Agreement by the Arkansas Annual Conference, and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns in order to effect the letter and intent of this agreement.

VI. Non-Severability:

Each of the terms and conditions of this Disaffiliation Agreement are 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.

Signatories for The Disaffiliating Church

Printed Name: Bob Keener _____ Signature: Bob Keener Date: 11/16/2022
Trustee Chair

Printed Name: Barbara Henson _____ Signature: Barbara Henson Date: 11/16/2022
Church Council Chair

Printed Name: Patty Calaway _____ Signature: Patty Calaway Date: 11/16/22
Secretary

Signatories for The Arkansas Conference of the United Methodist Church

Printed Name: _____ Signature: _____ Date: _____
Conference Trustee President

Printed Name: _____ Signature: _____ Date: _____
Director of Administrative Services

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Exhibit A
Certification of Local Church Vote to Disaffiliate

Certification

In accordance with ¶ 2553, the Bethesda Campground *United Methodist Church* certifies that at least two-thirds (2/3) of its professing members present at a church conference of the membership 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.


Vote Tally

The church conference was held and votes were taken on: 18 September 2022.
The total number of professing members who were present was: 13
The number of professing members who voted for disaffiliation was: 13
The number of professing members who voted against disaffiliation was: 0
The number of professing members present but who abstained from voting was: 0

Attestation

The undersigned hereby certify that they were present for and witnessed the voting process set out above, that this certification is true and correct on behalf of the professing members who were present for the church conference where votes were taken regarding disaffiliation from the United Methodist Church.

DocuSigned by:
LaDonna Busby
C6623D66E200462...
Attested by: _____
Printed Name: LaDonna Busby
Title: Secretary

Attested By: 
Printed Name: Vincent Bossi
Title: Trustee

DocuSigned by:
John Fleming
7399D8EDCA44F1...
Attested by: _____
Printed Name: John Fleming
Title: District Superintendent or Elder Presiding

Attested By: 
Printed Name: Mark Calaway
Title: Trustee

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Exhibit B

Disclosure of existing debts, loans, liabilities and contractual obligations

(Include creditor, address, legal description, amount, and type with plan for pay off or transfer to new entity)

NONE

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Exhibit C
Disclosure of Real Property and Other Assets to be Transferred to New Entity

Real Estate Deeds and legal descriptions on file with AR Board of Trustees

Church Building Address and Legal Description (10 Harmontown Road, Batesville, Arkansas 72501.

Church Parsonage Address and Legal Description

Cemetery Address and Legal Description (10 Harmontown Road, Batesville, Arkansas 72501.

Other Real Estate Property with Addresses and Legal Descriptions

Personal Property (valued over \$2,500) **NONE**

Checking Account First Community Bank [REDACTED] Balance \$11,176.80 (as of Nov 9, 2022)

No restrictions

Signers:

[REDACTED]

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