

**A RESOLUTION TO APPOINT AN INDEPENDENT BOARD AS THE
CONVENTION & VISITORS BUREAU FOR THE CITY OF DUNWOODY,
GEORGIA**

WHEREAS, Section 1.05 of the Charter of the City of Dunwoody created Dunwoody Convention and Visitors Bureau; and

WHEREAS, the City Charter further gives the City the authority to provide for the structure, operation and management of the Dunwoody Convention and Visitors Bureau; and

WHEREAS, the Convention & Visitors Bureau for the City of Dunwoody shall serve as an autonomous Board and Non-profit organization pursuant to Section 501(c)(6) of the Internal Revenue Code which may expend Hotel/Motel Tax Funds as limited by state law and an Agreement between the City and the Board and other available resources; and

WHEREAS, the City Council of the City of Dunwoody is authorized with creating the nomination criteria for members of the Convention & Visitors Bureau of the City of Dunwoody, and is further authorized with appointments of some members of the Convention & Visitors Bureau of Dunwoody; and

WHEREAS, The City Council desire for the Convention & Visitors Bureau of Dunwoody to be a Board composed of nine (9) members, three (3) appointed by the City Council, one (1) member per each District and chosen by the two representatives of that District (the appointed member would not be required to be a resident of that District), and if the two district representatives are unable to agree on a person, the decision shall go to the Mayor; and

WHEREAS, The remaining six (6) members of the Board to be appointed by the initial incorporator of the Board and, thereafter, the Board itself pursuant to the criteria established herein.

NOW THEREFORE BE IT RESOLVED by the Mayor and Council of the City of Dunwoody as follows:

SECTION 1. The City hereby appoints the Convention & Visitors Bureau of Dunwoody, Inc. ("CVBD"), a Georgia Non-Profit Corporation and organization tasked with organizing pursuant to Section 501(c)(6) of the Internal Revenue Code, as its designated Convention and Visitors Bureau, pursuant to Section 1.05 of the City Charter and O.C.G.A. § 48-13-50.

SECTION 2. Pursuant to an Agreement to be executed between the City and the CVBD, the CVBD is designated as the required private non-profit agency through which a portion of those funds collected as Hotel/Motel taxes by the City pursuant to its ordinances and State Law shall be expended for the purpose of promoting tourism, conventions and trade shows, and other activities authorized under State Law and the forthcoming Agreement.

SECTION 3. The CVBD shall be a Board composed of nine (9) members composed of as follows:

(a) The City Council hereby appoints three (3) members of the CVBD as follows:

1. _____ (District 1 choice)

2. _____ (District 2 choice)

3. _____ (District 3 choice)

- (b) The remaining six (6) members of the CVBD shall be appointed by the initial incorporator of the Convention & Visitors Bureau of Dunwoody, Inc., and thereafter by the Board itself, according to the following criteria: Three (3) members from the hotel industry, one (1) member from the retail or restaurant industry, one (1) member from the Perimeter Center Improvement District, and one (1) member from the Dunwoody Chamber of Commerce.

SECTION 4. The CVBD shall be responsible for adopting its own Bylaws but the City may suggest Bylaws, as well as a Mission Statement, for the consideration of the CVBD at its first meeting.

SO RESOLVED AND EFFECTIVE, this ____ day of _____, 2009.

Approved:

Ken Wright, Mayor

Attest:

Sharon Lowery, City Clerk

(SEAL)

AGREEMENT

THIS AGREEMENT, the (“Agreement”) is entered into by and between the City of Dunwoody, a Georgia municipality, (the “City”) and the Convention and Visitors Bureau of Dunwoody, Inc. a Georgia non-profit corporation, (the “CVBD”), effective as of _____ (the “Effective Date”).

WITNESSETH:

WHEREAS, pursuant to O.C.G.A. § 48-13-50, et seq., (the “Act”) the City may collect taxes and make a portion of such funds available for the purposes of, inter alia, promoting, attracting, stimulating, and developing conventions and tourism in the City; and

WHEREAS, the City has and will continue to receive funds pursuant to the Act (the “Funds”) and has chosen to collect 5% of applicable hotel/motel gross revenue pursuant to the Act; and

WHEREAS, the Act requires that the amounts collected above 3% (being the remaining 2%) are to be expended in promoting, attracting, stimulation and developing conventions and tourism in the City (hereinafter “Funds”); and

WHEREAS, said Act further provides that Funds so expended shall be expended only through a contract or contracts with the state, a department of state government, a state authority, or a private sector nonprofit organization, or a combination of such entities, except for certain qualifications; and

WHEREAS, CVBD qualifies as a private section nonprofit organization under the terms of the Act, as it is a recognized IRC 501(c)(6) and Georgia non-profit organization, and is desirous of contracting with the City with regard to expenditure of the Funds; and

WHEREAS, the City desires to promote tourism, conventions and trade shows, and is willing to provide up to 2% Funds pursuant to the Act to CVBD toward that end;

NOW, THEREFORE, in consideration of the mutual benefits flowing to each party hereunder, the parties do agree:

1. APPOINTMENT OF CVBD.

1.1 The City selects CVBD as an entity through which funds provided by the City, shall be expended for the purpose of promoting tourism, conventions and trade shows and for other authorized activities, subject to the terms and conditions outlined herein. These activities shall include, but are not limited to:

- a) To promote the lease of facilities in the City on dates available;
- b) To conduct coordinated advertising, publicity and promotion campaigns emphasizing the attractions offered in the City for meetings, groups and visitors;

- c) To maintain exhibit booths for the purpose of attracting visitors, contentions, meetings, exhibits, selected trade, sport and consumer shows, and other events in the City;
- d) To cause to be printed and distributed in adequate quantities visitor literature of appropriate quality and material to Georgia Welcome Centers, as well as visitor information centers located in places of public accommodation;
- e) To participate in appropriate tourism agencies and convention associations such as the Georgia Department of Economic Development, The Georgia Society of Association Executives, in order to assure that favorable publicity about the City be continued and expanded;
- f) To solicit convention and meeting organizations to use appropriate facilities located in the City;
- g) To provide tourism and event planning services to associations, organizations or groups convening or holding meetings in the City;
- h) To prepare, publish and update during the term of this agreement and any renewals thereof, materials providing specific information on hotels and motels located in the City, and to distribute said materials to association executives and planners of meetings;
- i) To coordinate with the appropriate City departments, local hotels, restaurants and entertainment facilities;
- j) To strive to provide an environment in which a visiting group or organization enjoys a coordinated and productive visit to the City;
- k) To prepare, publish and update during the term of this agreement and any renewals thereof, materials providing specific information on hotels and motels located in the City, and to distribute said materials to association executives and planners of meetings;
- l) To appear on request from time to time before the Mayor and City Council to discuss the CVBD's operations and finances;
- m) To coordinate the services provided by the CVBD with services provided by other convention and tourism promotion services providers contracted by the City so that the CVBD shall not duplicate services performed by other providers and the City shall receive the maximum benefit from the convention and tourism promotion money that it spends;
- n) To perform all other obligations provided elsewhere in this Agreement.

1.2 CVBD does accept the appointment by the City subject to the terms and conditions outlined herein.

1.3 The City shall appoint in writing a Dunwoody authorized representative with respect to work to be performed under this Agreement until the City gives written notice of the appointment of a successor. The City authorized representative shall have complete authority to transmit instructions, receive information, and define Dunwoody policies. CVBD may rely upon written consents and approvals signed by the City authorized representative.

2. USE OF FUNDS.

All Funds paid to CVBD hereunder shall only be expended for the purposes of promoting tourism, conventions and trade shows and any other activities expressly authorized by the City Council of the City of Dunwoody and pursuant to the requirements of the Act.

3. ADDENDA; STATEMENTS OF WORK.

3.1 In addition to the expenditures made by the CVBD pursuant to this Agreement and the Act, the City may propose specific activities or projects (each a "Project") for the use of Funds pursuant to the Act and the term of this Agreement. However, prior to the Funds being expended for said Project, the parties shall execute addenda or statements of work, which may set forth, inter alia, a description of the Project, a budget for the Project, a timeline for the Project, any other parties or entities involved in the Project, benchmarks for the Project and the like. The purpose of each such addenda or statement of work is to clarify the scope and nature of each Project; however, no such addenda or statement of work shall be required to pay Funds to CVBD pursuant to the Act and this Agreement, or for the CVBD to expend Funds pursuant to the Act and this Agreement.

4. ANNUAL BUDGET.

The CVBD annual budget is subject to review and approval by the City. The budget may be reviewed approved no later than sixty (60) days prior to the commencement of the CVBD fiscal year. During the initial term of this agreement, the City shall provide the full 2% Funds collected pursuant to the Act to the CVBD. In subsequent renewals, unless terminated sooner pursuant to Section 10.2, the City reserves the right to provide up to 2% Funds collected pursuant to the Act contingent upon the City's agreement with the proposed expenditures of the CVBD as presented in its proposed budget to the City.

5. MONTHLY BUDGET REPORT.

As of the fifth (5th) day of each month during the term of this Agreement, CVBD shall submit a budget report to the City, which shall provide, inter alia, the amount of Funds in its possession, the amount of Funds expended and the status of any and all Projects for

which Funds were expended in the immediately preceding month. Any refunds due shall be retained from the following month.

6. MONTHLY STATEMENT OF FUNDS.

The City of Dunwoody Finance Department shall provide the Convention and Visitors Bureau of Dunwoody, Inc., a monthly statement showing the allocation of funds pursuant to this agreement and shall allocate those funds to the CVBD by depositing said funds into its corporate banking account. This monthly statement and allocation shall be provided to the CVBD no later than five (5) business days after the receipt by the City of its monthly assessed revenue pursuant to the Act and City Ordinances.

7. BOOKS AND RECORDS.

7.1 CVBD's books and records relating to the Funds shall be kept in a manner, using general accepted accounting principles and methods, which will enable it to make such reports and accounting as may be required by the City, or as may be required by the Act.

7.2 The CVBD shall retain all records pertinent to expenditures incurred under this Agreement for a period of three (3) years after the termination of all activities funded under this Agreement. Records for non-expendable property acquired with funds under this Agreement shall be retained for five (5) years after the CVBD has received final payment. Notwithstanding the above, if there are litigation, claims, audits, negotiations or other actions that involve any of the records cited, and that have arisen or begun before the expiration of the three-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the three-year period, whichever is later.

8. TERMINATION OF PROJECTS.

Any Project begun by CVBD using any Funds shall be terminated at any time upon the decision of the City that the continuation is not in the best interest of the City, or that it fails to qualify under the Act as any allowable activity on which the Funds may be expended, provided that the City shall take due consideration of any obligations made to third parties pursuant to the Project.

9. ADDENDA; MODIFICATION.

This Agreement may be amended by addendum approved by the City and CVBD bearing the effective date and executed by properly authorized representative of each party. Such addenda shall become a part of this Agreement and attached hereto.

10. TERM; TERMINATION.

10.1 The initial term of this agreement shall be one (1) year beginning on the Effective Date, and shall automatically renew each year on the anniversary of the Effective Date, unless terminated sooner pursuant to Section 10.2.

10.2 This agreement and any addendum hereto may be terminated by the City at any time upon sixty (60) days' written notice of intent to terminate; provided, however, that the City shall take due consideration of any obligations made to third parties pursuant to any Project.

11. AUDIT.

11.1 The CVBD's books and records relating to the Funds shall be subject to audit and examination by the City at any time and at the request of the City.

11.2 The CVBD shall have a comprehensive audit performed annually. A copy of this audit report shall be submitted to the City within ninety (90) calendar days of the end of the fiscal year.

12. AFFIRMATION AND INDEMNIFICATION.

12.1 By executing this Agreement, the CVBD hereby affirms that it will use the funds received solely and exclusively in compliance with this Agreement, and will further expend such funds in full compliance with City ordinances and state laws. CVBD agrees to defend, indemnify and hold harmless City from and against all claims that arise from its failure or alleged failure to spend funds in compliance with this paragraph, and shall defend the City from and against all claims that arise therefrom, including the reasonable attorneys' fees and court costs of City. Furthermore, if the CVBD fails to spend the funds in the manner contemplated in this Agreement, or fails to meet the timeliness requirements hereof, the CVBD agrees this shall constitute breach hereof and all such funds shall be returned to City immediately.

12.2 The CVBD further agrees to protect, defend, and hold harmless Dunwoody, its officers, agents, and employees from and against any and all claims or liability for compensation under the Workers' Compensation Act arising out of injuries sustained by any employees of the CVBD.

13. NOTICES.

All notices, requests, demands or other communications required or permitted to be given hereunder shall be in writing and shall be addressed and delivered to each party at the addresses set forth below. Any such notice, request, demand or other communication shall be considered given or delivered, as the case may be, on the date of receipt. Rejection or other refusal to accept or inability to deliver because of changed address of which proper notice was not given shall be deemed to be receipt of the notice, request, demand or other communication. By giving prior written notice thereof, any party may from time to time and at any time change its address for notices hereunder. Legal counsel for the respective parties may send to the other party any notices, requests, demands or other communications required or permitted to be given hereunder by such party.

City of Dunwoody: 41 Perimeter Center East, Suite 250, Dunwoody, Georgia 30350, Attention City Manager.

CVBD: _____

14. ASSIGNMENT.

The parties hereto may not assign, sublet or transfer their interest in and responsibilities under this Agreement without prior written approval of all parties hereto.

15. GOVERNING LAW; VENUE.

It is the intention of the parties that the laws of Georgia shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights or duties of the parties. Any action to resolve a dispute under this Agreement shall be in the state courts of DeKalb County or, at the request of either party, through binding arbitration pursuant to the rules of the American Arbitration Association, conducted in DeKalb County, Georgia.

16. MISCELLANEOUS PROVISIONS.

16.1 In the event any provision or portion of this Agreement is held by any court of competent jurisdiction to be invalid or unenforceable, such holdings shall not affect the remainder hereof and the remaining provisions shall continue in full force and effect to the same extent as would have been the case had such invalid or unenforceable provision or portion had never been a part hereof.

16.2 On and after the date of this Agreement, both parties shall, at the request of the other, make, execute and deliver or obtain and deliver all instruments and documents and shall do or cause to be done all such other things which either party may reasonably require to effectuate the provisions and intentions of this Agreement.

16.3 Time is and shall be of the essence under this Agreement.

16.4 This Agreement supersedes all prior discussions and agreements between the parties and contains the sole and entire understanding between the parties with respect to transactions contemplated by this Agreement. All promises, inducements, offers, solicitations, agreements, representations and warranties heretofore made between the parties, if any, are superseded by this Agreement. This Agreement shall not be modified or amended except by written instrument executed by or on behalf of the parties in the same manner in which this Agreement is executed. No course of action or waiver of rights hereunder shall constitute a waiver of such right or action.

16.5 Except as expressly limited by the terms of this Agreement, all rights, powers and privileges conferred hereunder shall be cumulative and not restrictive of those provided at law or in equity. No failure of any party to exercise any power given under this Agreement or to insist upon strict compliance with any obligation specified in this Agreement, and no custom or practice at variance with the terms of this Agreement, shall constitute a waiver of any party's right to demand exact compliance with the terms of this Agreement.

16.6 This Agreement shall be construed without regard to the identity of the person who drafted the various provisions hereof. Each provision of this Agreement shall be construed

as though all the parties participated equally in its drafting. Consequently, the parties acknowledge and agree that any rule of construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

16.7 The CVBD shall perform the services under this Agreement as an independent nonprofit entity and nothing contained herein shall be construed as inconsistent with such relationship of status. Nothing in this Agreement shall be interpreted or construed to constitute CVBD to be an agent, employee, or representative of the City.

16.8 The CVBD shall work in cooperation with and in coordination with appropriate tourism agencies and convention associations such as the Georgia Department of Economic Development, the Georgia Society of Association Executives, the DeKalb Convention and Visitors Bureau, and the Georgia Welcome Centers.

16.9 The CVBD shall provide public access to all CVBD board and committee meetings in accordance with the Georgia Open Meeting Law, and shall issue notices of meetings required by the Open Meetings Law as if the CVBD were a governmental entity subject to the Georgia Open Meetings Law. The CVBD shall comply with the Georgia Open Records Act.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed this _____ day of _____, 2009.

City of Dunwoody, Georgia

Convention and Visitors Bureau of
Dunwoody, Inc.

By: _____

By: _____

Its: _____

Its: _____

CONVENTION AND VISITORS BUREAU OF DUNWOODY, INC.

BYLAWS

Title 1. General Provisions

1.1. Purpose.

The general purpose of the Corporation is to operate exclusively for the purpose of promoting tourism, conventions, and trade shows within the City of Dunwoody, which shall include financial support to these stated uses and similar or related purposes. The fulfillment of these objectives may be expended directly by the Corporation, or through other entities, contractually, to fulfill these stated purposes in the expenditure of funds received from the City of Dunwoody, and any other source for the authorized purposes as defined under Georgia laws, codified in Title 48, Chapter 13, Article 3 Excise Tax on Rooms, Lodging and Accommodations; and to engage in any lawful act or activity for which an organization may be organized under the Georgia Nonprofit Corporation Code (the “Code”).

These bylaws are adopted in order to fulfill the objectives of the Corporation as stated in these articles and O.C.G.A. Section 14-3-301, and to exercise the powers conferred upon the Corporation under O.C.G.A. Section 14-3-302.

1.2 Mission Statement

The mission of the Convention and Visitors Bureau of Dunwoody, Inc. (hereinafter “CVBD” or “CVB of Dunwoody”) is to generate economic development for Dunwoody by effectively marketing the facilities of the community and the surrounding areas as a preferred business, convention and tourism destination. The Corporation is the visitor’s and meeting professional’s trusted partner – the heart, soul and energy of our destination. We drive economic success and enhance the quality of life in our community. By establishing a convention and visitors bureau founded on excellence, Dunwoody will become a better destination.

1.3. Registered office and agent.

The Corporation shall at all times maintain a registered office in the State of Georgia and a registered agent at that address within the State of Georgia as the Board of Directors (the “Board”) may determine. The Board may change these designations at any time.

1.4. Business office(s) authorized.

The Board of the Corporation may establish one or more offices for the conduct of business within or without the State of Georgia, whenever circumstances warrant.

1.5. Corporate seal.

The seal of the Corporation shall be in such form as the Board may from time to time determine. In the event it is inconvenient to use such a seal at any time, or in the event the Board shall not have determined to adopt a corporate seal, the signature of the Corporation followed by the word "Seal" enclosed in parentheses or scroll shall be deemed the seal of the Corporation. The seal shall be in the custody of the Secretary and affixed by the Secretary or by his/her assistants on all appropriate papers.

1.6. Fiscal Year

The fiscal year of the Corporation shall begin on January 1 and end on December 31 of each year.

Title 2. Board of Directors

2.1. Establishment and function.

Management of the Corporation shall be vested in a Board. As used in these bylaws, a reference to the "Board" or "directors" refers to the entire Board collectively or to a member of the Board generically. The Board conducts its proceedings as provided in the articles of incorporation of the Corporation, these bylaws and the City of Dunwoody Code. The Board shall also be known as the Executive Committee.

2.2. Election, Composition and term.

The Board shall be composed of nine (9) members who shall be appointed as follows:

Three (3) Lodging Members (as defined below) shall be selected shall be selected from the Hotel/Motel industry in Dunwoody. Such members shall either be general managers of one of the hotels located within the City of Dunwoody or executives of a hotel firm located within the City of Dunwoody. The initial members in this category shall be named by the organizer of the Corporation;

One (1) Trade Member (as defined below) shall be either from the restaurant or retail industry. The initial member in this category shall be named by the organizer of the Corporation;

One (1) member shall be an executive of the Perimeter Center Improvement District (PCID). Such member shall be chosen by the Executive Director of the PCID;

One (1) member shall be selected by the Chairman of the Dunwoody Chamber of Commerce;

Three (3) Ex-Officio voting members shall be selected by the Dunwoody City Council Members. One member shall be selected by the Council Members from District 1, Post 1 and 4; another member shall be selected by the Council Members from District 2, Post 2 and 5; and another member shall be selected by the Council Members from District 3, Post 3 and 6. If the Council Members from a particular District are not able to agree on a nominee, the Mayor shall choose said member. Such selected members are not required to reside or have a business in the selected Council Members' District.

2.3 Term of Membership.

Members shall serve for a term of four (4) years, and/or until the member resigns, vacates the position or is removed, or when their respective successors are installed. Members shall serve

without compensation, but will be reimbursed for any expenses directly incurred with their service on the Board.

Each member shall hold office until the expiration of the term for which he/she is appointed and qualified unless otherwise removed. Any Board member who has otherwise satisfactorily performed his/her duties as a Board member shall be eligible for re-appointment to the Board upon expiration of his/her term.

2.4 Lodging and Trade Memberships

Each hotel, motel or lodging establishment operating legally in the City of Dunwoody and subject to the excise tax imposed by the City by ordinance adopted pursuant to O.C.G.A. § 48-13-50, et. seq., or the corresponding provision of any subsequent statute, shall be entitled to Lodging Membership in the Corporation, upon application, without payment of dues, and may appoint a representative to attend meetings and vote on membership matters. The appointment(s) must be made in writing by the manager or owner of the Establishment. All Establishments headquartered in the City shall also be eligible for Lodging Membership in the Corporation.

Trade Membership in the CVB of Dunwoody may be offered to qualifying attractions, businesses, agencies and individuals (other than hotel, motel or lodging operators) such as restaurants, attractions, retail operations deriving revenue from visitors, and suppliers to the aforementioned trade (the "Trade Entity"). A list of qualifying requirements and dues structure for Trade Membership will be established from time to time by the Board of Directors. Only one member/one vote will be allowed for each Trade Entity on membership issues. Each Trade Entity may appoint a representative to attend meetings and vote on appropriate matters.

2.5. Powers.

The Board may exercise all powers granted to it as they determine to be expedient and necessary for the interests of the Corporation, subject to the articles of incorporation, Section 501 (c)(6) of the Internal Revenue Code of 1986, Georgia State Law, these bylaws, or the Code, including the following:

- 1) select the services to be provided by the corporation;
- 2) approve the corporation's budget and major resource decisions (unless otherwise agreed to by contract with the City);
- 3) establish general policies for the corporation, including those addressing administrative, health care, financial and personnel issues;
- 4) assure that the Corporation's activities are conducted in compliance with applicable federal, state, and local laws;
- 5) evaluate the Corporation's activities;
- 6) evaluate at least annually the corporation's achievements, and using this knowledge, revise its mission, goals, objectives, budgets and plans, as may be appropriate; and
- 7) evaluate itself periodically for efficiency, effectiveness, and best practices of a non-profit Board.

If some catastrophic event occurs that precludes the Board from assembling, then those directors who are capable of assembling, either in person or through a communications system permitted all of the participants to hear each other, shall convene as required and take any necessary action to preserve the corporation until the emergency ceases. Quorum shall consist of one-half of the directors who participate in the initial emergency session. Each emergency session shall be convened by any manner of notice reasonable, prudent or practicable under the circumstances. The available directors shall designate as many persons as necessary to serve as acting directors so that there are seven persons acting as directors for the Corporation until the emergency conditions cease. The acting Board may exercise any and all emergency powers authorized under the Code, in the name of the Corporation, without regard to requirements of membership approval, if the action taken is reasonably necessary during the presence of emergency conditions.

2.6. Meetings.

The Board will meet at least quarterly during each calendar year, and may call other regular meetings of the Board or special meetings of the Board at the call of: (a) the Chairman, or (b) a majority of the Board of Directors. It shall be the duty of the Chairman to call a special board meeting when requested to do so by the majority of the Board of Directors. Regular meetings of the Board of Directors shall be held in the first week of the first month of each quarter at a time and location to be designated by the Chairman. In the event of a conflict with holiday or other events, the Board of Directors may change the date, time and place of meeting.

Notice of said quarterly meeting of the Corporation shall be given at least twenty (20) and no more than sixty (60) days prior thereto, and notices of all other meetings of the Members of the Corporation shall be given at least five (10) and no more than thirty (30) days prior thereto.

Except as otherwise specifically provided in these bylaws, whenever under the provisions of these bylaws notice is required to be given to any director or officer, it shall not be construed to mean personal notice, but such notice may be given by personal notice or by cable, telegraph, facsimile transmission or e-mail, or by mail by depositing the same in the post office or letter box in a postage paid sealed wrapper, addressed to such shareholder, officer or director at such address as appears on the books of the Corporation, and such notice shall be deemed to be given at the time when the same shall be thus sent or mailed.

Except as otherwise provided in these bylaws, when any notice whatsoever is required to be given by law, by the articles of incorporation or by these bylaws, a written waiver thereof, signed by the person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to notice.

Meeting of the Board shall be held in the City of Dunwoody, Georgia, at the place and time stated in the notice of meeting. Meetings to be held beyond the City of Dunwoody limits must be approved by the Executive Committee. Only those matters that are within the purpose of purposes described in the meeting notice may be conducted at a special meeting of Members. At the first quarterly meeting of the fiscal year, the Chairman, Executive Director and Secretary/Treasurer shall report on the activities and financial condition of the Corporation and the Members shall consider

and act on such other matters as may be raised consistent with the notice requirements stated in the just above paragraph.

2.7. Procedure rules at meetings and Order of Business.

It is understood that in the transaction of its business, the meetings of the Corporation, its Board and its committees may be conducted with informality; however, this informality does not apply to procedural requirements required in the articles of incorporation, these bylaws, or the Code. When circumstances warrant, any meeting or a portion of a meeting will be conducted according to generally understood principles of parliamentary procedure as stated in the articles of incorporation, these bylaws, or a recognized procedural reference authority. The procedural reference authority for the Corporation is designated as the latest edition of Robert's Rules of Order, Newly Revised.

The Following shall be the Order of Business for meetings of the Corporation:

- (a) Roll Call.
- (b) Public Comment
- (c) Reading of minutes of previous meeting and action thereon.
- (d) Communication and bills.
- (e) Reports of officers and committees.
- (f) Old Business.
- (g) New business.
- (h) Public Comment
- (i) Executive Session (if necessary)
- (j) Adjournment

A motion from the floor must be made and passed in order to dispense with any voting item on the Agenda.

2.8. Voting; quorum.

Each director has one vote on the Board. Once a quorum is established, all matters put to a vote before the Board will require the affirmative vote of a majority of directors voting on the matter, in the presence of a quorum, unless a greater majority is required by these bylaws, the articles of incorporation or the Code. The participation of a majority of the directors, whether present in person or through a contemporaneous communications system, constitutes a quorum of the Board in order to conduct business, except that presence in person of three of the Lodging Members residing in the City of Dunwoody, Georgia shall be necessary to proceed with the transaction business. No attendance by proxy shall be allowed. In the event that fewer than a majority, but at least one-third of the directors are participating, then the Board is authorized to consider and make recommendations on any matter action upon which is viewed as appropriate in the circumstances for action either at a subsequent meeting or to call a special meeting of the Board. In case of a tie, the matter being put to a vote is defeated.

2.9. Removal of director.

The office of a Director, other than an ex-officio member, or an Officer, who does not attend for two (2) successive meetings of the Board; or 50% of all regularly scheduled meetings of

the Board of Directors; or no longer resides in or is connected with a business in the City of Dunwoody shall be declared vacant. Absences for missed meetings, which were disclosed to and excused by the Chairman and noted in the minutes of the Corporation shall be excused. A Director may be removed for cause by the Board upon a 2/3 vote of the entire Board for violating his fiduciary obligations, such as duty of loyalty, the Ethics code of the Georgia State Law, or any obligations stated in these Bylaws or the Georgia Non-Profit Corporations Code.

Any vacancies thus created shall be filled by a majority vote of the Board (or City Council if ex-officio members) until the expiration of the term pursuant to the criteria created herein.

2.10. Written consent action by Board.

Any action required by law, or permitted to be taken at any meeting of the Board, may be taken without a meeting, if a documented consent, setting forth the action so taken, is executed by a majority of the directors. This consent is the equivalent to a vote of the Board during a meeting with a quorum, and is to be filed and recorded with the minutes of the Corporation's Board. The directors who did not execute the consent action shall be given notice of the action as soon as practicable, but no later than the next meeting of the Board after the documented consent action is executed by a sufficient number of directors.

2.11. Duties of corporation officers.

Each officer of the Corporation designated below, who is elected by the voting members of the Board, from among the voting members of the Board (except for the Executive Director) as an officer of the Corporation, exercises the following responsibilities pertaining to their respective office, in addition to any other duty imposed on that office by the articles of incorporation, these bylaws, the Code or by vote of the Board of the Corporation, as follows:

- 1) The Chairman of the Board is responsible for carrying out the purposes of the Corporation. The Chairman presides at all meetings of the Board; reports on the activities of the Corporation at each quarterly meeting of the Corporation; oversees the activities of the Corporation, and reports on those other matters determined appropriate to the Board; perform any additional duties as may be assigned by the Board of Directors; serve as an ex-officio member of all established committees.
- 2) The Vice Chairman of the Board presides at all meetings of the Board in the absence of the Chairman of the Board, and in the case of a vacancy in the office of Chairman of the Board, act as Chairman of the Board until a new Chairman of the Board is elected pursuant to these bylaws; perform such additional duties assigned by the Chairman; preside as chair over the Personnel Committee.
- 3) The Secretary/Treasurer shall maintain and provide access to the records of the Corporation as required by § 14-3-1601 and § 14-3-1602 of the Georgia Code; record the minutes of all proceedings of the Board of the Corporation; and report on these matters to the Board of the Corporation; prepare the Agenda of regular and special meetings under the direction of the Executive Director; provide notice of all meetings to CVBD members; attend to correspondence of the CVBD and perform such

other duties attendant thereto or as assigned by the Chairman or Vice Chairman; maintain the financial records of the Corporation; prepare the accounting and financial statement of the Corporation for the quarterly meetings of the Corporation, which records shall be audited annually by an Auditing Committee of three (3) directors or members appointed by the Chairman. A copy of the annual audit shall be furnished to each member of the Board of Directors and others as directed by the Chairman, and a copy shall be attached to the annual report to be submitted each year to the Dunwoody City Council. Copies of the annual audit shall also be available for inspection upon request by any member of the CVBD and will be provided to the Dunwoody City Council. The Secretary/Treasurer shall also be responsible for chairing the finance committee.

- 4) The Executive Director, subject to the control of the Board of Directors, shall be the principal administrative offices of the CVBD, and shall manage, supervise and control all of the business affairs of the Corporation under the direction of the Board. He or she shall be employed pursuant to an executive contract under such terms and conditions and for such compensation as the Board shall determine. The Executive Director shall have general charge and responsibility for hiring and keeping records of the Corporation, receiving and depositing all monies due the Corporation, preparing and submitting an operating budget to the Board for approval, maintaining liaison and communications with affected publics, as well as other duties as may from time to time be assigned by the Board. The Executive Director shall be nominated by the Personnel Committee and approved by the majority voting members of the Corporation.

All officers, with the exception of the Executive Director, shall serve for a term of one (1) year. All officers shall be elected to their position at the first meeting of each fiscal year. No officer shall automatically succeed to another office position.

2.12. Election of Directors and Officers

A Nominating Committee consisting of the Executive Director and two Lodging Members shall be appointed by the Chairman of the Board. The Nominating Committee, in consultation with the Dunwoody City Council and Mayor (regarding ex-officio members), the Executive Director of the PCID, the Chairman of the Dunwoody Chamber of Commerce and the Trade Membership, shall nominate a slate of qualified Directors to fill expiring terms on the Board of Directors consistent with the criteria set out herein. The report of the Nominating Committee shall be sent to members at least ten (10) days prior to the date of its annual membership meeting.

Nominations to fill expiring terms on the Board of Directors to be elected by the Lodging Membership shall be made by the Nominating Committee or from the floor by the Lodging Membership at the annual membership meeting and election of Directors shall follow immediately thereafter. Only members in good standing holding Lodging Memberships shall be eligible to vote on said nominations.

Nominations to fill the expiring term of a Trade Membership shall be made by the Board of Directors and voted on by the Board of Directors.

Nominations to fill the expiring terms of the PCID and Chamber of Commerce members shall be nominated by the PCID and the Chamber of Commerce, respectively, and voted on by the Board of Directors.

Vacancies occurring on the Board of Directors, other than ex-officio members, shall be filled immediately by majority vote of the remaining Board for the remainder of the unexpired term.

Officers shall be elected by the Board at its regular meeting preceding the annual membership meeting or at anytime following the occurrence of a vacancy in the office.

2.13. Executive Committee.

The officers of the Corporation defined above shall serve on an Executive Committee. During the intervals between the meetings of the Board, the Executive Committee may exercise all of the powers of the Board in the management of the affairs of the Corporation, including all powers provided for in the Articles of Incorporation or herein specifically granted to the Board of Directors, and may authorize the seal of the Corporation to be affixed to all papers which may require it; provided, however, that the Executive Committee shall not have the power to amend or repeal any Resolution of the Board unless such power to amend or repeal has expressly been granted to the Executive Committee by such Resolution. The Executive Committee shall not have the authority of the Board in reference to: (1) amending the Articles of Incorporation or these Bylaws; (2) the sale, lease, exchange or other disposition of all or substantially all the property and assets of the Corporation; (3) a voluntary dissolution of the Corporation or a revocation of any voluntary dissolution.

The Executive Committee shall meet from time to time at the call of the Chairman or of any two or more Directors or the Executive Committee. Meetings of the Executive Committee may be held at such a place or places as the Executive Committee shall determine or as may be specified or fixed in the respective notices or waivers of such meetings. The Executive Committee may fix its own rules or procedures, including provision for notice of its meetings. It shall keep a record of its proceedings and shall report these proceedings to the Board of Directors at the meeting thereof held next after they have been taken, and all such proceedings shall be subject to revision or alteration by the Board, except to the extent that action shall have been taken pursuant to, or in reliance upon, such proceedings prior to any such revision or alteration.

The Executive Committee shall act by majority vote of its members.

2.14. Other Board Committees. The Board, by resolution adopted by a majority of the entire Board, may designate one or more additional committees, each committee to consist of two or more of the directors of the Corporation, which shall have such name or names and shall have and may exercise such powers of the Board, as may be determined from time to time by the Board. Such committees shall provide for their own rules of procedure, subject to the same restrictions thereon

as provided above for the Executive Committee. Although non-directors may serve on a committee, Directors must remain in the majority of committee members.

The Board shall have power at any time to remove any member of any committee, with or without cause, and to fill vacancies in and to dissolve any such committee.

2.15. Employees

Within the limits imposed by the funds available for its use, the CVBD may initially employ an Executive Director and a Marketing Director. An increase in staff must be approved by the Board of Directors. The Board shall name the Executive Director and the Executive Director shall name the Marketing Director. The CVBD may also contract for office space or other services it deems necessary to aid in its work; however, the initial offices may be located adjacent to the City of Dunwoody City Hall, at the permission of the City, in order to utilize the facilities and staffing in the most efficient manner.

Title 3. Indemnification; Insurance

3.1. Basis for Indemnification.

(a) Under the circumstances prescribed in Section 3.2, the Corporation shall indemnify and hold harmless any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit, or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he/she is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

(b) Under the circumstances prescribed in Section 3.2, the Corporation shall indemnify and hold harmless any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact he is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses (including attorney's fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall

be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation, unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability, but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

3.2. Right to Indemnification.

To the extent that a Director, officer, employee or agent of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 3.1, or in defense of any claim, issue or matter therein, he/she shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith. Except as provided in the preceding sentence and except as may be ordered by a court, any indemnification under Section 1 shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director, officer, employee, or agent is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1. Such a determination shall be made:

- 1) by the Board by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding; or
- 2) by independent legal counsel employed by the Corporation, in a written opinion, if such a quorum is not obtainable, or, even if obtainable a quorum of disinterested directors so directs.

3.3. Expenses.

Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Corporation in advance of the final disposition of such action, suit or proceeding as authorized by the Board generally or as to a specific case or as to a specific person or persons (designated by name, title or class of persons), upon receipt of an undertaking by or on behalf of the director, officer, employee or agent to repay such amount if it shall ultimately be determined that he/she is not entitled to be indemnified by the Corporation as authorized in this Title 3 and a written affirmation from such director, officer, employee or agent that, in his/her good faith belief, the standards of conduct set forth in this Title herein has been met.

3.4. Non-exclusivity.

The provisions for indemnification and advancement of expenses provided by this Title 3 shall not be deemed exclusive of any other rights, in respect of indemnification or otherwise, to which those seeking indemnification may be entitled under any bylaw, agreement, either specifically or in general terms, resolution, or approved by the affirmative vote of the voting members taken at a meeting the notice of which specified that such bylaw, resolution or agreement would be placed before the Board, both as to action by a director, officer, employee or agent in his or her official capacity and as to action in another capacity while holding such office or position, except that no such other rights, in respect to indemnification or otherwise, may be provided or granted with respect to the liability of any director, officer, employee or agent for:

- 1) any appropriation, in violation of his duties, of any business opportunity of the Corporation;
- 2) acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law;
- 3) liabilities of a director imposed by Section 14-2-154 of the Georgia Business Corporation Code; or
- 4) any transaction from which the director, officer, employee, or agent derived an improper personal benefit.

3.5. Insurance.

The Corporation may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his or her status as such, whether or not the Corporation would have the power to indemnify him or her against such liability under the provisions of this Title 3.

3.6. Right to Participate in Defense.

As a condition to any such right of indemnification, or to receive advancement of expenses, the Corporation may require that it be permitted to participate in the defense of any such action or proceeding through legal counsel designated by the Corporation and at the expense of the Corporation.

3.7. Continuation of Right of Indemnification.

The rights to indemnification and advancement of expenses provided in this Title 3 shall continue notwithstanding that a person who would otherwise have been entitled to indemnification or advancement of expenses hereunder shall have ceased to be a director, officer, employee or agent, and shall inure to the benefit of the heirs, executors and administrators of such persons.

Title 4. Amendments

4.1. Amendments to articles of incorporation.

Any proposed change in the articles of incorporation of the Corporation may be initiated by a vote of the Board, or by any five (5) Directors of the Corporation, and shall not be inconsistent with the purpose of the Corporation as stated in Section 1.1. No proposal to change the articles of incorporation is adopted unless two-thirds of the directors affirmatively vote, with a quorum present at a meeting to approve the amendment. Once adopted, no change is effective until it is filed with the Georgia Secretary of State as required by the Code.

4.2. Amendments to bylaws.

Any change in the bylaws of the Corporation is not adopted unless each proposal is submitted to the Board for a vote as to whether the proposal should be adopted, be adopted with amendments, or be rejected. Proposals may be initiated by a vote of the Board, or by any four (4) directors of the Corporation. No proposal to change the bylaws is adopted unless two-thirds of the Board affirmatively vote, with a quorum present at a meeting, to approve the amendment, after at least a ten (10) day notice in advance of the meeting given to the Board of the proposed changes, said notice to be give by the Secretary. Once adopted, any change to these bylaws is immediately effective, unless some later date as designated in the proposal.

Title 5. Dissolution

Upon the dissolution of the Corporation, the Board shall, after paying or making provision for the payment of all of the liabilities and obligations of the Corporation, dispose of all of the assets of the Corporation in such manner or to such organization or organizations similar to those of the Corporation, to be used exclusively for exempt purposes as defined under section 501(c)(6) of the Internal Revenue Code of 1986 or the corresponding provision of any future United States Internal Revenue law.

Adopted by unanimous vote of the Board on the ____ day of _____, 2009.

Approved By:

Chairman

Attest:

Secretary/Treasurer

Seal