

Downtown Residents Association of Dayton Governance Guidelines

Article I – Name and Background

Section 1. To further support the Downtown Dayton Partnership's (DDP) mission, the DDP has fostered the creation of the Downtown Residents Association of Dayton (DRA). Downtown residents (residents) are those individuals who live within the Downtown neighborhood as defined in Article 3 below.

Section 2. The DRA is organized as a program of the DDP, an Ohio 501(c)(3) corporation, and has no separate legal status, nor do its officers have any legal duties or obligations.

Article II – Scope

The DRA's mission is to support and enhance the quality of life for the residents of downtown Dayton, Ohio. DRA members provide feedback, input, and recommendations to support the DDP's mission to energize Dayton's inventive spirit to address downtown's challenges and capture transformative opportunities through commerce, community, and culture.

Article III – Boundaries

The boundaries for residential membership in the DRA shall be I-75 and the Great Miami River to the west, the Great Miami River to the north (with First Street as the boundary east of Webster Street), Keowee Street to the east (with Webster Street as the boundary north of First Street), and U.S. 35 to the south (with Sixth Street as the boundary east of Patterson, and some areas stretching as far south as Washington Street/Jones Streets/Dayton Towers Drive). (Downtown or Downtown Dayton)

Article IV – Membership

Section 1. Requirements

- a. Membership shall be open to any interested household or individual residing in Downtown Dayton.
- b. The membership year shall correspond with DDP's fiscal year, which is currently aligned with the calendar year.

Section 2. Classification

- a. Active: Household membership shall be composed of any persons residing at the same address. Each household shall be entitled to up to two (2) individual votes.

- b. Affiliate: Any household or individual residing outside the defined area, business, or community organization may affiliate but is not entitled to vote. They are acknowledged as part of a membership category known as Friends of Downtown Dayton Residents.

Section 3. DRA annual membership dues are as follows:

- a. Active: Membership dues will initially be \$20 per person and \$30 per household.
- b. Affiliate: Friends of Downtown Dayton Residents dues shall be \$30 per affiliate member.
- c. Contributor: Members and affiliates can also opt for a \$100 contributor membership to donate additional funds to DRA's mission.
- d. The membership can adjust the dues by a simple majority vote at its annual meeting.

Article V – Leadership Team

Section 1. The Leadership Team is comprised of officers and committee chairs. Dues-paying DRA members in good standing are eligible to serve on the DRA Leadership Team.

Section 2. Officers

- a. DRA officers will be as follows:
 - i. Chair—The Chair will set the agenda and preside over meetings, coordinate DRA activities with the DDP, serve as the leader of the Leadership Team, and determine the timing and location of meetings.
 - ii. Vice Chair—The vice chair will serve in the chair's absence and prepare to succeed the chair. The vice chair will serve as the governance committee chair.
 - iii. Treasurer—The treasurer will monitor and oversee DRA's financial resources and serve as the finance committee chair.
 - iv. Secretary—The secretary will ensure the accurate reporting of all Leadership Team meetings.
- b. Officers will be elected for two-year terms approved by DRA members and can serve up to two consecutive terms. The initial term of office for the vice chair and treasurer will be one year, which does not count toward their respective term limits. Partial terms also do not count toward term limits.

Section 3. Committees

- a. DRA Committees will initially include:
 - i. Community Engagement Committee—The Community Engagement Committee will develop, promote, and communicate activities for downtown residents that enhance their quality of life and provide unique benefits to DRA members.
 - ii. Finance Committee—The Finance Committee will oversee the Leadership Team's financial resources and report to the Leadership Team and DDP on all financial activities.

- iii. Governance Committee –The Governance Committee will recruit Leadership Team members and committee members and recommend the approval of Leadership Team members. The governance committee will seek Leadership Team members who are widely dispersed geographically in the downtown area and who are widely diverse in their backgrounds. Emphasis will be placed on having members who live in a variety of locations and represent both renters and owners.
 - iv. Livability Committee – The Livability Committee will contribute to the quality of life of downtown residents.
 - v. Marketing and Communications Committee – The Marketing and Communication Committee will communicate with DRA members, market DRA activities, and enhance downtown’s image as a thriving residential neighborhood.
 - vi. Membership Committee – The Membership Committee will actively seek to recruit and retain members of DRA, including soliciting new memberships and securing membership renewals.
- b. Each committee will develop operating policies and guidelines for its use subject to the approval of the Leadership Team.
 - c. Each committee will be led by a chair elected for a one-year term approved by DRA members. Committee chairs can serve up to three consecutive terms. Partial terms do not count toward term limits.

Section 3. Nominations, Elections, Vacancies, and Removal

- a. DRA members may nominate themselves or others to serve on the Leadership Team or its committees. All nominations will be directed to the governance committee for recommendation to the Leadership Team and membership.
- b. Leadership Team members will be selected by a majority of active members present and voting at the annual business meeting of the membership.
- c. Should a vacancy on the Leadership Team arise, the officers may appoint an individual to serve in the vacant position until the next business meeting of the membership. Partial terms do not count toward term limits.
- d. Leadership Team members may be removed by a two-thirds vote of the membership present and voting at a membership meeting.

Section 4. The DDP will appoint a staff liaison to serve as an ex-officio member of the Leadership Team and participate in all meetings and activities.

Article VI – Meetings, Quorum, and Voting

Section 1. The Leadership Team shall meet at least six (6) times per year on days and times mutually convenient for its members. Leadership Team meetings may be in-person or via video conference (Zoom, Google Meet, Teams, etc.), at the Leadership Team members’ discretion.

Section 2. The membership shall have at least one (1) business meeting each year. At the annual membership meeting, DRA members will elect new Leadership Team members and vote on proposed changes to these governance guidelines.

Section 3. At least 48 hours' notice must be given for Leadership Team meetings and seven (7) days' notice for membership meetings. The notice must be in writing.

Section 4. The Leadership Team shall plan social events and other gatherings for members outside the business meeting(s).

Section 5. Only paid-in-full members can vote on issues concerning the DRA.

Section 6. A quorum for the leadership team and membership shall be a majority of that body. Decisions can be made by a majority of those present and voting, except for amendments to these guidelines and removal of Leadership Team members, which must be approved by two-thirds of members present and voting at a membership meeting.

Section 7. Robert's Rules of Order shall prevail for membership and Leadership Team meetings.

Article 7 – Other

Section 1. Members must receive at least thirty (30) days' notice in writing of any proposed amendment(s) to these Governance Guidelines, and at least two-thirds of members present and voting must vote in favor of the proposed amendment(s) for it to pass.

Section 2. DDP will maintain DRA funds and include them in its financial reporting process.

Section 3. Because the DRA is not a separate legal entity, contracts, and other legally-binding arrangements may only be executed by the DDP on behalf of the DRA.