

DOCUMENT ROUTING FORM

(3) ✓

7/24/13

(L)

NAME OF DOCUMENT: Agreement - RBC Weather Mgmt.Approved Comm. Mtg. on 2/19/13 R-5, 2012 CAR# 12-2524
MemoITEM: ☐ M - ☐ PH - ☐ O - ☐ CR - ☐ RRouting Origin: ☒ CAO ☐ ENG. ☐ COMM. DEV. ☐ OTHERAlso attached: ☒ copy of CAR ☒ copy of document ☐ ACM Form ☒ # 3 originalsBy: OK forwarded to: _____
Initials1.) Approved as to Content: [Signature]
Department Director

Capital Improvements defined as having a life of at least 10 years and a cost of at least \$50,000 and shall mean improvements to real property (land, buildings, fixtures) that add value and/or extend useful life, inc. major repairs such as roof replacement, etc. Term "Real Property" include: land, real estate, realty, real.

Please Check the proper box: CIP FUNDED ☐ YES ☒ NO
Capital Improvement Projects2.) Approved as to Funds Available: by (see attached CAM) Date: _____
Finance Director

Amount Required by Contract/Agreement \$ _____ Dept./Div. _____

FUNDING SOURCE: Index/Sub-object _____ Project # _____

3.) City Attorney's Office: Approved as to Form # _____ Originals to City Mgr. By: _____

| | | | | | |
|------------------|-------|--------------------|-------|-------------------|------------|
| Harry A. Stewart | _____ | Cole Copertino | _____ | Robert B. Dunckel | _____ |
| Ginger Wald | _____ | D'Wayne Spence | _____ | Paul G. Bangel | <u>PGB</u> |
| Carrie Sarver | _____ | DJ Williams-Persad | _____ | | |

4.) Approved as to content: Assistant City Manager:

By: _____ By: _____
Stanley Hawthorne, Assistant City Manager Susanne Torriente, Assistant City Manager5.) City Manager: Please sign as indicated and forward # 1 originals to Mayor.6.) Mayor: Please sign as indicated and forward # 1 originals to Clerk.

7.) To City Clerk for attestation and City seal.

INSTRUCTIONS TO CLERK'S OFFICE

8.) City Clerk: retains one original document and forwards 1 copy original documents to CARRIE K (5141)☐ Copy of document to _____ ☐ Original Route form to _____☐ Attach _____ certified copies of Reso. # _____ ☐ Fill-in date

7/18



RBC Wealth Management®

RBC Wealth Management, a division of RBC Capital Markets, LLC, Member
NYSE/FINRA/SIPC

RBC Wealth Management
Cleared through R.J. O'Brien & Associates, Inc.

COMMODITY ACCOUNT
DOCUMENTATION

RISK DISCLOSURE STATEMENT FOR FUTURES AND OPTIONS

This brief statement does not disclose all of the risks and other significant aspects of trading in futures and options. In light of the risks, you should undertake such transactions only if you understand the nature of the contracts (and contractual relationships) into which you are entering and the extent of your exposure to risk. Trading in futures and options is not suitable for all members of the public. You should carefully consider whether trading is appropriate for you in light of your experience, objective, financial resources and other relevant circumstances.

FUTURES

1. EFFECT OF "LEVERAGE" OR "GEARING".

Transactions in futures carry a high degree of risk. The amount of initial margin is small relative to the value of the futures contract so that transactions are "leveraged" or "geared". A relatively small market movement will have a proportionately larger impact on the funds you have deposited or will have to deposit: this may work against you as well as for you. You may sustain a total loss of initial margin funds and any additional funds deposited with the firm to maintain your positions. If the market moves against your position or margin levels are increased, you may be called upon to pay substantial additional funds on short notice to maintain your position. If you fail to comply with a request for additional funds within the time prescribed, your position may be liquidated at a loss and you will be liable for any resulting deficit.

2. RISK-REDUCING ORDERS OR STRATEGIES.

The placing of certain orders (e.g. "stop-loss" orders, where permitted under local law, or "stop-limit" orders) which are intended to limit losses to certain amounts may not be effective because market conditions may make it impossible to execute such orders. Strategies using combinations of positions, such as "spread" and "straddle" positions may be as risky as taking simple "long" or "short" positions.

OPTIONS

3. VARIABLE DEGREE OF RISK.

Transactions in options carry a high degree of risk. Purchasers and sellers of options should familiarize themselves with the type of option (i.e.: put or call) which they contemplate trading and the associated risks. You should calculate the extent to which the value of the options must increase for your position to become profitable, taking into account the premium and all transactions costs.

The purchaser of options may offset or exercise the options or allow the options to expire. The exercise of an option results either in a cash settlement or in the purchaser acquiring or delivering the underlying interest. If the option is on a future, the purchaser will acquire a futures position with associated liabilities for margin (see the section on Futures above). If the purchased options expire worthless, you will suffer a total loss of your investment which will consist of the option premium plus transaction costs. If you are contemplating purchasing deep-out-of-the-money options, you should be aware that the chance of such options becoming profitable ordinarily is remote.

Selling ("writing" or "granting") an option generally entails considerably greater risk than purchasing options. Although the premium received by the seller is fixed, the seller may sustain a loss well in excess of that amount. The seller will be liable for additional margin to maintain the position if the market moves unfavorably. The seller will also be exposed to the risk of the purchaser exercising the option and the seller will be obligated to either settle the option in cash or to acquire or deliver the underlying interest. If the option is on a future, the seller will acquire a position in a future with associated liabilities for margin (see the section on Futures). If the option is "covered" by the seller holding a corresponding position in the underlying interest or a future or another option, the risk may be reduced. If the option is not covered, the risk of loss can be unlimited.

Certain exchanges in some jurisdictions permit deferred payment of the option premium, exposing the purchaser to liability for margin payments not exceeding the amount of the premium. The purchaser is still subject to the risk of losing the premium and transaction costs. When the option is exercised or expires, the purchaser is responsible for any unpaid premium outstanding at that time.

ADDITIONAL RISKS COMMON TO FUTURES AND OPTIONS

4. TERMS AND CONDITIONS OF CONTRACTS.

You should ask the firm with which you deal about the terms and conditions of the specific futures or options which you are trading and associated obligations (e.g., the circumstances under which you may become obligated to make or take delivery of the underlying interest of a futures contract and, in respect to options, expiration dates and restrictions on the time for exercise). Under certain circumstances the specifications of outstanding contracts (including

the exercise price of an option) may be modified by the exchange or clearing house to reflect changes in the underlying interest.

5. SUSPENSION OR RESTRICTION OF TRADING AND PRICING RELATIONSHIPS.

Market conditions (e.g., illiquidity) and/or the operation of the rules of certain markets (e.g., the suspension of trading in any contract or contract month because of price limits or "circuit breakers") may increase the risk of loss by making it difficult or impossible to effect transactions or liquidate/offset positions. If you have sold options, this may increase the risk of loss.

Further, normal pricing relationships between the underlying interest and the future, and the underlying interest and the option may not exist. This can occur when, for example, the futures contract underlying the option is subject to price limits while the option is not. The absence of an underlying reference price may make it difficult to judge "fair" value.

6. DEPOSITED CASH AND PROPERTY.

You should familiarize yourself with the protections accorded money or other property you deposit for domestic and foreign transactions, particularly in the event of a firm insolvency or bankruptcy. The extent to which you may recover your money or property may be governed by specific legislation or local rules. In some jurisdictions, property which had been specifically identifiable as your own will be pro-rated in the same manner as cash for purposes of distribution in the event of a shortfall.

7. COMMISSION AND OTHER CHARGES.

Before you begin to trade, you should obtain a clear explanation of all commission, fees and other charges for which you will be liable. These charges will affect your net profit (if any) or increase your loss.

8. TRANSACTIONS IN OTHER JURISDICTIONS.

Transactions on markets in other jurisdictions, including markets formally linked to a domestic market, may expose you to additional risk. Such markets may be subject to regulation which may offer different or diminished investor protection. Before you trade, you should inquire about any rules relevant to your particular transactions. Your local regulatory authority will be unable to compel the enforcement of the rules of regulatory authorities or markets in other jurisdictions where your transactions have been effected. You should ask the firm with which you deal for details about the types of redress available in both your home jurisdiction and other relevant jurisdictions before you start to trade.

9. CURRENCY RISKS.

The profit or loss in transactions in foreign currency-denominated contracts (whether they are traded in your own or another jurisdiction) will be affected by fluctuations in currency rates where there is a need to convert from the currency denomination of the contract to another currency.

10. TRADING FACILITIES.

Most open-outcry and electronic trading facilities are supported by computer-based component systems for the order-routing, execution, matching, registration or clearing of trades. As with all facilities and systems, they are vulnerable to temporary disruption or failure. Your ability to recover certain losses may be subject to limits on liability imposed by the system provider, the market, the clearing house and/or member firms. Such limits may vary: you should ask the firm with which you deal for details in this respect.

11. ELECTRONIC TRADING.

Trading on an electronic trading system may differ not only from trading in an open-outcry market but also from trading on other electronic trading systems. If you undertake transactions on an electronic trading system, you will be exposed to risks associated with the system including the failure of hardware and software. The result of any system failure may be that your order is either not executed according to your instructions or is not executed at all.

12. OFF-EXCHANGE TRANSACTIONS.

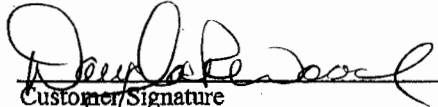
In some jurisdictions, and only then in restricted circumstances, firms are permitted to effect off-exchange transactions. The firm with which you deal may be acting as your counterpart to the transaction. It may be difficult or impossible to liquidate an existing position, to assess the value, to determine a firm price or to assess the exposure to risk. For these reasons, these transactions may involve increased risks. Off-exchange transactions may be less regulated or subject to a separate regulatory regime. Before you undertake such transactions, you should familiarize yourself with applicable rules and attendant risks.

IMPORTANT

THIS ACKNOWLEDGEMENT MUST BE SIGNED AND DATED BEFORE THIS ACCOUNT CAN BE OPENED.

I HEREBY ACKNOWLEDGE THAT I HAVE RECEIVED AND UNDERSTOOD THIS RISK DISCLOSURE STATEMENT.

4.16.13
Date


Customer Signature

Date

Customer Signature (Joint Account)

Corporation, Partnership or other Entity Name CITY OF FORT LAUDERDALE

Date

Authorized Signature/Title



RBC Wealth Management

RBC Wealth Management, a division of RBC Capital Markets, LLC, Member
NYSE/FINRA/SIPC

RBC Wealth Management

COMMODITY CUSTOMER APPLICATION
and STATEMENT OF FINANCIAL CONDITION

Account Number _____

| | | | | | | | | | |
|--|---------|---------------------------|--|---------------------|----------|---|-----------------------------------|-------------------------------|-----------------------------|
| Name, Last, First, Middle (Please Print) N: /A | | Birth Date / / | | Social Security No. | | U.S. Citizen Yes <input type="checkbox"/> No <input type="checkbox"/> | | (Area Code) Home Phone () | |
| Street Address (Please Do Not Use PO Box) (Apt. No.) | | City | | State | Zip Code | <input type="checkbox"/> Own <input type="checkbox"/> Rent <input type="checkbox"/> Other | | Years | Rent/Mortgage Payment \$ |
| Employer (self-employed) | Address | | | City | | State | Zip Code | (Area Code) Work Phone () | |
| Position (Occupation) | | Department/Operating Unit | | | | | Length of Employment yrs. mos. | | |
| Spouse's Name | | Employer | | | | | Length of Employment yrs. mos. | | |
| Name of Financial Institution (Checking Account) | | Address | | | City | | State | Account No. | |
| Name of Financial Institution (Savings Account) | | Address | | | City | | State | Account No. | |

| | | |
|--|--|---|
| Current Assets: Cash in Banks \$ _____ Securities _____ Money Market Funds Notes Receivable Other _____ _____ Total Current Assets: \$ _____ | Current Liabilities: Loans \$ _____ Income Taxes _____ Other _____ _____ Total Current Liabilities \$ _____ | Annual Income: Salary \$ _____ Spouse's Salary _____ Bonus _____ Commission _____ Interest Income _____ Dividend Income _____ Other _____ _____ Total Annual Income \$ _____ |
|--|--|---|

| | | |
|---|--|--|
| Fixed Assets: Home \$ _____ Business _____ Other _____ _____ Total Fixed Assets \$ _____ | Long Term Liabilities: Loans \$ _____ Notes Payable _____ Other _____ _____ Total Long Term Liabilities: \$ _____ | |
|---|--|--|

| INVESTMENT EXPERIENCE | | | | | DO YOU UNDERSTAND: | |
|-----------------------|--------------------------|--------------------------|--------------------------|--------------------------|---|--------------------------|
| | None | Less than 1 Year | 1-3 Years | 3+ Years | YES | NO |
| Commodity Futures | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Basics of Futures Trading? | <input type="checkbox"/> |
| Commodity Options | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | <input type="checkbox"/> |
| Stocks and Bonds | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | |
| Stock Options | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Risk of Loss and the possibility of incurring a debit balance? | <input type="checkbox"/> |
| (Other) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | <input type="checkbox"/> |

60 South Sixth Street • Minneapolis, MN 55402 • (612) 371-7880

Member NYSE/FINRA/SIPC



RBC Wealth Management

RBC Wealth Management, a division of RBC Capital Markets, LLC, Member
NYSE/FINRA/SIPC

RBC Wealth Management

**CORPORATE ACCOUNT
COMMODITY CUSTOMER APPLICATION
and STATEMENT OF FINANCIAL CONDITION**

RBC will supply
Account Number

| | | | | | | |
|--|---|--|-------------------------------|--------------------------|---|-------------|
| Name of Corporation City of Fort Lauderdale | | Date of Incorporation 03 / 27 / 1911 | Tax ID # 59-6000319 | | Business Phone (954) 828-5145 | |
| Street Address 100 N. Andrews Avenue | | City Fort Lauderdale | | State FL | Zip Code 33301 | |
| Send Statements To Pamela Winston | Address 100 N. Andrews Avenue | City Fort Lauderdale | State FL | Zip Code 33301 | (Area Code) Work Phone (954) 828-5274 | |
| Position (Occupation) Senior Accountant | | Department/Operating Unit Finance | | | Length of Employment 5 yrs. 7 mos. | |
| Name of Financial Institution (Checking Account) Wells Fargo | | Address | | City | State | Account No. |
| Name of Financial Institution (Savings Account) | | Address | | City | State | Account No. |

| | | | |
|---------------------------------------|--|---|--|
| Current Assets: | | Current Liabilities: | |
| Cash in Banks \$ _____ | Loans \$ _____ | | |
| Securities _____ | Income Taxes _____ | | |
| Money Market Funds _____ | Other _____ | | |
| Notes Receivable _____ | | | |
| Other _____ | | | |
| | Total Current Liabilities \$ _____ | | |
| Total Current Assets: \$ _____ | | | |
| Fixed Assets: | | Long Term Liabilities: | |
| Home \$ _____ | Loans \$ _____ | Total Annual Sales \$ <u>See attached</u> | |
| Business _____ | Notes Payable _____ | financials | |
| Other _____ | Other _____ | | |
| | | | |
| Total Fixed Assets \$ _____ | Total Long Term Liabilities: \$ _____ | * Please include most recent financial statement. | |

| INVESTMENT EXPERIENCE | | | | | DO YOU UNDERSTAND: | |
|-----------------------|-------------------------------------|--------------------------|--------------------------|--------------------------|--|--------------------------|
| | None | Less than 1 Year | 1-3 Years | 3+ Years | YES | NO |
| Commodity Futures | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Commodity Options | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | |
| Stocks and Bonds | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | |
| Stock Options | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | |
| (Other) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| | | | | | Basics of Futures Trading? | |
| | | | | | Risk of Loss and the possibility of incurring a debit balance? | |

60 South Sixth Street • Minneapolis, MN 55402 • (612) 371-7880

Member NYSE/FINRA/SIPC

COMMODITY CUSTOMER APPLICATION AND
STATEMENT OF FINANCIAL CONDITION

If the response to any of the following questions is "yes", please provide complete details on a separate sheet of paper.

1. Have you, within the last two years, been involved in either personal or business litigation?

☒ Yes ☐ No

2. Have you ever been involved in bankruptcy?

☐ Yes ☒ No

3. Have you ever been the subject of an investigation or proceeding by any securities or commodities self-regulatory body?

☐ Yes ☒ No

4. Are you a guarantor of any debt or obligation?

☒ Yes ☐ No

5. Are you a registered, or required to register under the Commodity Exchange Act as a Futures Commission Merchant, Associated Person, Introducing Broker, Commodity Pool Operator, or Commodity Trading Advisor?

☐ Yes ☒ No

If so, please specify: _____

6. Do you (Customer/Customers/or Entity) control the trading in any other commodity account?

☐ Yes ☒ No

7. Will your account be traded on your behalf by anyone else?

☒ Yes ☐ No

If yes, please give their name, address, principal occupation, and business telephone number, and attach a copy of the document granting them trading authority:

Jeff Lemunyon, Principal, LINWOOD CAPITAL, LLC 612-333-1673

8. Does any other person(s) have any financial interest in this account?

☐ Yes ☒ No

If yes, please give the name, address and ownership percentage of each such person and attach a copy of the document(s) granting you authority to trade on their behalf:

9. Is there any other person guaranteeing this account?

☐ Yes ☒ No

If yes, please give his/her name: _____

10. Are you a foreign broker or foreign trader?

☐ Yes ☒ No

11. Have you ever been denied trading privileges by the Commodity Futures Trading Commission?

☐ Yes ☒ No

12. Are you a general partner, officer, director, Associated Person, employee of, or owner of more than ten percent equity interest in, RBC Wealth Management, any other futures commission merchant, broker/dealer, or any introducing broker, or a relative or spouse of any of the foregoing, or any relative of such spouse, who shares the same home as any of the foregoing?

☐ Yes ☒ No

If yes, please specify: _____

13. Will you be trading in foreign futures or foreign options contracts?

☐ Yes ☒ No

Please Indicate Account Type:

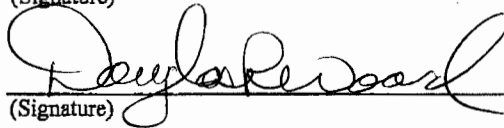
- | | | | |
|--|---|--------------------------------------|---|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Joint Tenancy with | <input type="checkbox"/> Joint Club | <input type="checkbox"/> General Business |
| <input type="checkbox"/> Hedge | <input type="checkbox"/> Rights of Survivorship | <input type="checkbox"/> Limited | <input type="checkbox"/> Partnership |
| <input type="checkbox"/> Discretionary | <input type="checkbox"/> Corporate | <input type="checkbox"/> Partnership | <input type="checkbox"/> General Trading |
| <input type="checkbox"/> Tenants in | <input type="checkbox"/> Foreign Futures or | <input type="checkbox"/> (Managed or | <input type="checkbox"/> Sole Proprietorship |
| Common | Foreign Options | Pooled) | <input type="checkbox"/> Trust |
| | | | <input checked="" type="checkbox"/> Municipal Corporation |

Date

4.16.13

Fort Lauderdale FL
City State

(Signature)


(Signature)

FUTURES CUSTOMER AGREEMENT

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT

To help the government fight the funding of **terrorism and money laundering activities**, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

What this means for you: When you open an account, we will ask for your name, address, date of birth and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

limited liability
company RBC Capital Markets, LLC, a Minnesota ~~corporation~~ authorized to transact business in the State of Florida as RBC Wealth Management (RBC Wealth Management) agrees to carry the account of the undersigned (the term "Customer" shall include each and every signatory hereto, other than RBC Wealth Management) and provide services to Customer in connection with the purchase and sale of cash commodities (including financial instruments), commodity futures contracts, options on cash commodities, options on futures contracts and forward or similar instruments which may be purchased or sold by or through RBC Wealth Management for the Account(s). Customer agrees as follows:

1. AUTHORIZATION TO TRADE.

RBC Wealth Management is authorized to purchase and sell Futures for the Account(s) in accordance with Customer's oral or written instructions. Each order from Customer must be complete as to Futures contract, buy or sell, type of order, opening or closing transactions, quantity, price (strike price for options), month and year of Futures contract, and, for options on futures, whether put, call, or combination and the premium. Unless instructed by Customer to the contrary, RBC Wealth Management is authorized to execute all orders on such recognized contract markets as RBC Wealth Management deems appropriate. RBC Wealth Management may delay execution of an order while seeking clarification of unclear or incomplete terms. Customer shall monitor continually all open positions and all margin requirements of the Account and the status of all orders. If a joint Account, any one of the undersigned shall have full authority (i) to give instructions with respect to the Account(s), including but not limited to instructions with respect to buying, selling or withdrawals of excess funds; (ii) to receive any communications of any kind; and (iii) to deal with RBC Wealth Management in connection herewith as fully and completely as if the other joint tenant(s) had no interest herein.

RBC Wealth Management shall be under no duty or obligation to inquire into the purpose of any

instruction given by Customer in respect of the Account(s).

2. RBC WEALTH MANAGEMENT'S RESPONSIBILITY.

RBC Wealth Management shall not be responsible for delays or inaccuracies in the transmission of Customer orders due to breakdown in communication facilities or any event beyond RBC Wealth Management's control.

3. COMMISSIONS AND FEES.

Customer agrees to pay RBC Wealth Management's commission rates in effect and all other costs, service charges, fees, premiums, or losses arising out of RBC Wealth Management's services. If Customer transfers any Futures position to another broker, Customer shall pay a fee for each transfer. All charges shall be paid by Customer as they are incurred. Customer shall pay interest on any amounts due in accordance with the Florida Local Government Prompt Payment Act.

4. MARGIN REQUIREMENTS.

Customer shall at all times deposit and maintain in the Account(s) funds in the amount and form necessary to comply with all RBC Wealth Management's margin requirements. Margin deposits shall be considered made when received by RBC Wealth Management, and shall be made by Customer in immediately available funds, such as by wire transfer or cash, promptly upon RBC Wealth Management's request. RBC Wealth Management agrees to make reasonable efforts to notify customer of any margin call or deficiency and to allow a reasonable period for Customer to provide funds. However, because of the nature of the markets, RBC Wealth Management reserves the right to require immediate payment of margin funds without actual notice.

5. DELIVERY AND SHORT SALES.

If Customer desires to make or take delivery of any Futures contract, Customer shall notify RBC Wealth Management prior to first notice day in the case of long positions, and prior to the last trading day in the case of short positions, and shall provide RBC Wealth Management with funds and such documents as may be required, in RBC Wealth Management's discretion, to take or make delivery. In the event that RBC Wealth Management has not received sufficient notice, funds or documents within the prescribed time period, RBC Wealth Management is authorized to liquidate Customer's position or make or take delivery on Customer's behalf without liability of RBC Wealth Management to Customer.

6. LIQUIDATION.

If (i) a petition in bankruptcy or for appointment of a receiver is filed by or against Customer, (ii) the Account(s) contains insufficient margin or RBC Wealth Management determines in its discretion that Customer's collateral is inadequate to secure the Account(s); (iii) the Account(s) is the subject of a levy or attachment; or (iv) RBC Wealth Management determines in its discretion that such action is necessary for RBC Wealth Management's protection, RBC Wealth Management is authorized in its discretion and without notice of sale or purchase, demand for margin call, tender or liability to Customer to do one of the following: (a) cancel any or all outstanding orders, contracts or commitments of Customer; (b) liquidate any or all Futures and other property held or carried for Customer and/or initiate new positions to create a spread or straddle which RBC Wealth Management deems necessary or advisable to protect Customer's positions; and (c) buy any and all securities or commodities which may be short in such accounts. Such actions may be taken by RBC Wealth Management whether ownership is solely by Customer or jointly with others, and on such exchanges or markets where such transactions are usually conducted, at private auction, or public sale. RBC Wealth Management may purchase the whole or any part thereof free from any right of redemption, and Customer shall remain liable for any deficiency. A prior notice from RBC Wealth Management of the time and place of such sale or purchase shall not be considered a waiver of RBC Wealth Management's right to sell or buy any positions or collateral at any time as provided herein. Customer shall promptly pay on demand any deficit if proceeds realized under this authorization are not sufficient to discharge Customer's liabilities to RBC Wealth Management. Customer shall also pay interest thereon, and the non-prevailing party in litigation shall pay costs of collection, including attorney's fees.

7. [Reserved].

8. CUSTOMER REPRESENTATIONS AND WARRANTIES.

Customer possesses the requisite capacity and authority to establish the Account(s). Customer is not affiliated in any manner with, or employed by, any exchange, or corporation controlled by an exchange, or any bank, trust, or insurance company, except as disclosed to RBC Wealth Management in writing. No person other than Customer shall have any interest in the Account(s), unless such person is signatory to this agreement. All information provided by Customer in connection with opening the Account(s), including that contained on the Confidential Account Application, is complete, true and correct. Customer shall notify RBC Wealth Management in writing if any material change occurs relevant to these representations and warranties.

9. FOREIGN EXCHANGE RATES.

Customer agrees that all risk and any profit or loss resulting from conversions between currencies for the Account(s) will be borne by Customer. All margin deposits shall be in US dollars. RBC Wealth Management is authorized to convert funds in the Account(s) to foreign currencies at prevailing exchange rates.

10. TELEPHONE RECORDING:

Customer acknowledges, authorizes and consents to the recording of Customer's telephone conversations with RBC Wealth Management by means of electronic recording devices with or without the use of an automatic time warning device. Customer understands, authorizes and consents to the use of such recordings, and/or transcripts thereof, as evidence in an action arising out of this Agreement. RBC Wealth Management may, but shall not be required, in its normal course of business, to erase such recordings, following their production.

11. MARKET INFORMATION.

Any market recommendations or information communicated to Customer by RBC Wealth Management, although based upon information obtained from sources believed by RBC Wealth Management to be reliable, are opinions only and may be inaccurate, incomplete and unverified. RBC Wealth Management makes no representation, warranty or guarantee as to, and shall not be responsible for, the accuracy or completeness of any such recommendations or information.

12. COMMUNICATIONS.

All communications shall be sent to Customer's mailing address shown on the Confidential Account Application or to such other address as Customer may designate in writing. All communications so sent, shall be deemed received by Customer personally at the time so sent, whether or not actually received. Unless Customer gives written notice or objection to RBC Wealth Management within five days in the case of reports of trade confirmations and within ten days in the case of statements of account, all such reports and statements shall be conclusively deemed to be correct and binding on Customer. Communications from Customer to RBC Wealth Management shall be deemed received only if actually received by RBC Wealth Management or if sent to RBC Wealth Management by registered mail, return receipt requested. Margin calls shall be conclusively deemed to be correct and binding upon Customer unless objected to immediately by telephone or wire. Customer will provide to RBC Wealth Management any information requested by RBC Wealth Management pursuant to applicable law or regulation.

13. CREDIT.

RBC Wealth Management or its agents may investigate Customer's credit standing and contact such banks, financial institutions and credit agencies as RBC Wealth Management shall deem appropriate to verify information regarding Customer.

14. MISCELLANEOUS

- (a) This agreement shall inure to the benefit of RBC Wealth Management, its successors and assigns and shall be binding upon Customer and Customer's legal representatives, executors, trustees, administrators, successors and assigns.

- (b) If any part of this Agreement is held by any body of competent jurisdiction to be illegal or in conflict with any law or regulation, the validity of the remaining portions shall not be affected. The rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the portion held to be invalid.

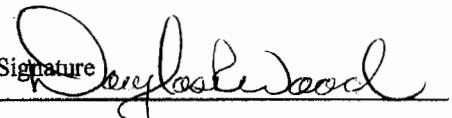
- (c) This Agreement may be amended by RBC Wealth Management by written agreement by both parties. This instrument embodies the entire agreement of the parties, superseding any and all prior agreements.

- (d) All transactions hereunder shall be governed by the Commodity Exchange Act, as amended, the rules and regulations promulgated thereunder, the laws of the State of Florida and all applicable rules of the exchanges on which transactions for the Account(s) are made. Customer shall not be relieved of any obligation hereunder by reason of RBC Wealth Management's failure to comply with any of the foregoing. Customer shall have no independent rights under any such rule or regulation solely as a consequence of this Agreement.

- (e) RBC Wealth Management reserves the right to refuse any and all business until this agreement is executed and signed by Customer and a designated Corporate Officer of RBC Wealth Management in Minneapolis, MN.

15. CONSENT TO JURISDICTION AND VENUE. RBC Wealth Management and Customer hereby acknowledge and consent to the jurisdiction of any local, state or federal court or administrative body located in Broward County, Florida, in any action or proceeding arising directly or indirectly hereunder or in connection with the transactions contemplated hereby, whether brought by Customer or RBC Wealth Management.

4.16.13
Date

Signature 

Date

Signature

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

ATTEST:

Jonda K. Joseph
Jonda K. Joseph, City Clerk

CITY OF FORT LAUDERDALE
John P. "Jack" Seiler
John P. "Jack" Seiler, Mayor
Lee R. Feldman
Lee R. Feldman, City Manager

Approved as to form:

Paul Bandy
Senior Assistant City Attorney

WITNESSES:

Print Name:

Print Name:

(Corporate Seal)

RBC Capital Markets, LLC

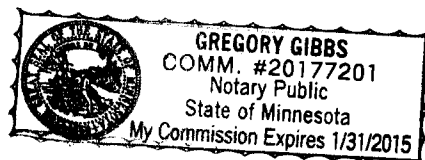
By: Cathleen Tobin
Cathleen Tobin
Print Name:
Title: Manager

ATTEST:

Print Name:
Secretary

STATE OF Minnesota
COUNTY OF Hennepin

The foregoing instrument was acknowledged before me this 27th day of June, 2013, by Cathleen Tobin as Manager (title) for RBC Capital Markets, LLC., a Minnesota limited liability company, authorized to transact business in the state of Florida as RBC Wealth Management.



Gregory Gibbs
Notary Public, State of Minnesota
(Signature of Notary Public)

GREGORY GIBBS
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known ☒ OR produced Identification _____
Type of Identification Produced _____

AUTHORIZATION TO TRANSFER FUNDS

RBC Wealth Management may on Customer's behalf transfer, without express written authorization at the time of transfer, to or from Customer's regulated commodity account to or from any of Customer's other accounts, such excess funds as may be required to avoid or meet a margin call or for any other reason not in conflict with the rules and regulations of the Commodity Exchange Act. Any such transfer shall be in compliance with the Commodity Exchange Act. (By "Regulated Commodity" is meant any commodity covered by the Commodity Exchange Act at the time of such transaction.) It is understood that, within a reasonable time after making any such transfer, the same will be confirmed in writing to Customer.

4/19/13
Date

Pamela Winston
Signature

4/19/13
Date

Linda Logan-Straw
Signature

RBC WEALTH MANAGEMENT BRANCH OFFICE APPROVAL

5/22/2013
Date

[Signature]
Signature: Registered Commodity Representative

4/22/13
Date

[Signature]
Signature: Branch Office Manager

RBC WEALTH MANAGEMENT CORPORATE APPROVAL

5/29/13
Date

Gerry Moen
Signature: Designated Officer

AGREEMENT TO PROVIDE CUSTOMER CLEARING SERVICES

1. In consideration of R.J. O'Brien & Associates, LLC (RJO), an Illinois limited liability company, providing certain clearing services as are more fully described below to one or more accounts of the undersigned Customer, Customer hereby agrees that all of the obligations that he has undertaken by virtue of his Account Agreement with his Introducing Broker or Futures Commission Merchant (collectively referred to hereinafter as "Introducing Broker") are incorporated by reference in this Agreement as if repeated in their entirety and Customer further agrees that RJO may rely upon, and avail itself of, such undertakings as the Customer has made in his Account Agreement with his Introducing Broker. Additionally, to the extent Customer has conferred upon his Introducing Broker, through his Customer Agreement, or otherwise, any rights, privileges, or remedies or has acknowledged his understanding of the risks or mechanics of futures or options trading, such rights, privileges, remedies, or acknowledgements, are also conferred on RJO as if they were reprinted herein and acknowledged below.

2. Customer acknowledges that his Introducing Broker is not an agent of, or representative for, RJO and that each is responsible for entirely different aspects of the trading contemplated by this Agreement.

3. Customer acknowledges that he understands the relative responsibilities of RJO and his Introducing Broker. RJO's responsibilities are generally as follows:

- a. To carry Customer's Account and execute his orders in accordance with instructions received from the Introducing Broker. RJO has no obligation whatsoever to investigate or make any determination regarding the propriety of such orders, or any trading pattern resulting therefrom, whether originating from the Customer or any other party.
- b. To generate and mail confirmations of all transactions and periodic statements for Customer's Account.
- c. To safe-guard Customer's funds and securities while they are in its possession and for disbursing such items on proper request.

d. To generate and maintain such books and records as may be required by regulatory authorities.

e. To transfer Customer's Account upon Customer's written request.

4. The Customer's Introducing Broker is generally responsible for the following functions:

- a. To obtain and verify relative facts about the Customer and collect fully executed documentation as required by the Introducing Broker, RJO, and/or regulatory authorities.
- b. For any and all transactions effected or omitted for Customer's Account including, but not limited to, recommendations, explanations of the mechanics and risks of trading, and compliance with regulatory requirements.
- c. For setting and disclosing the amount of commissions and fees to be charged on transactions in Customer's Account.
- d. To monitor and review investment activity.
- e. For properly memorializing and transmitting instructions pertinent to your account to RJO or other appropriate persons or entities.
- f. To insure that the employees of the Introducing Broker act in compliance with all relative laws, rules, and regulations.
- g. To investigate and resolve all Customer inquiries and complaints.
- h. To provide Customer with all written or oral risk disclosure documents as may be required or appropriate.

THEREFORE, PLEASE REPORT ANY ERRORS OR IRREGULARITIES IMMEDIATELY TO RBC WEALTH MANAGEMENT AT 612/371-7880. IF ANY ERROR OR IRREGULARITY IS NOT PROMPTLY CORRECTED, PLEASE CONTACT R.J. O'BRIEN & ASSOCIATES LLC COMPLIANCE DEPARTMENT AT 1-800-621-0757 IMMEDIATELY.

5. All actions or proceedings arising directly, indirectly or otherwise in connection with, out of, related to, or from, this Agreement or any transaction contemplated hereby shall be governed by the laws of the State of Florida. RJO and Customer hereby acknowledge and consent to jurisdiction of the state and federal courts in Broward County, Florida, and agree that any and all claims and disputes between the parties shall be litigated only in the courts or tribunals in Broward County, Florida.

BY SIGNING THIS AGREEMENT,

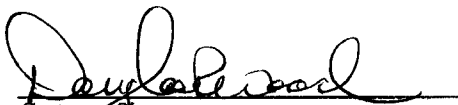
CUSTOMER REPRESENTS AND

WARRANTS

TO R.J. O'BRIEN & ASSOCIATES, INC. THAT
ALL INFORMATION SUPPLIED TO RJO IN
THIS OR ANY AGREEMENT IS TRUE AND
ACCURATE, AND THAT CUSTOMER SHALL
INFORM RJO IN WRITING OF ANY
CHANGES TO SUCH INFORMATION WHEN
SUCH CHANGES OCCUR.

4.16.13

Date


Customer Signature

Date

Customer Signature (Joint Party)

- BACKUP WITHHOLDING AND TRANSACTION REPORTING REQUIREMENTS -

COMBINED W-9, W-8, AND 1099-B CERTIFICATIONS

Account Name City of Fort Lauderdale

Telephone No. (954) 828-5274

Address 100 North Andrews Avenue

City Fort Lauderdale

State Florida

Country USA

Zip 33301

Unless you complete EITHER the W-9 or W-8 Section, i.e. you fail to furnish us with the correct taxpayer identification number or an exemption certificate as a "Foreign Person", R.J. O'Brien & Associates LLC must generally withhold 20% of withdrawals and payments from your account. If this account is exempt from REPORTING on Form 1099-B, complete the 1099-B section.

W-9 Section

Payer's
Request
for
Identification
Number

Part I-For United States Citizens, Legal Entities or Residents. Taxpayer Identification Number. For most individual taxpayers, the taxpayer identification number is the social security number.

NOTICE: For individual, joint, custodian and sole proprietorship the social security number is to be used.

Social Security Number
(999-99-9999)

OR

Employer Identification Number
(99-9999999)

59-6000319

Part II-Check the box if you are NOT subject to back-up withholding under the provisions of section 3406 (a) (1) (C) of the Internal Revenue Code.

Check here

☐

W-8 Section

OR

Foreign
Person
Exemption

Check here ☐ if this is the account of an EXEMPT FOREIGN PERSON meeting each of the following requirements:

1. You are neither a citizen nor a resident of the United States.
2. You have not been nor plan to be in the U.S. for a period aggregating 183 or more days during the calendar year; and
3. You do not expect to engage in trade or business in the United States with respect to which any gain derived from transactions effected by broker during that calendar year is effectively connected.

If your mailing address is within the United States, please provide your non-United States address below:

Name: _____

Street: _____

City: _____ Country: _____

1099-B

CERTIFICATE OF EXEMPTION FROM REPORTING OF SECURITIES AND COMMODITIES TRANSACTIONS

Please complete this section if this account is exempt from the Internal Revenue Service regulations which require that R.J. O'Brien & Associates Inc. report the account's Commodity and Security transactions on Form 1099-B.

Check Category Under Which Exemption is Claimed; Foreign Persons-Complete W-8 Above.

☐ Corporation, Domestic

☐ Corporation, Foreign

☐ Tax Exempt Entity, Section 501 (a)

☐ Foreign Person, SEE W-8 SECTION ABOVE

☐ Individual Retirement Plan

☐ Trusts taxed as Corporation

☐ Bank Common Trust

☐ Entity registered under the Investment Company Act of 1940

☐ Real Estate Investment Trust

☐ Other _____

CERTIFICATION

Under the penalties of perjury, I certify that the information provided on this form is true, correct, and complete for Sections W-9 or W-8 and 1099 (if applicable)

Date 3/4/2013

X Signature Pamela Winston

Title (when applicable) Senior Accountant

REQUEST FOR ELECTRONIC TRANSMISSION OF CUSTOMER STATEMENTS

The undersigned Customer ("Customer") requests that R.J.O'Brien (RJO) provide account statements/P&S/confirmations ("Statements") of activity solely by electronic transmission to the E-mail address(es) indicated below or through direct access through the RJO website. Please do not mail printed copies of such Statements.

Customer warrants and represents that they will promptly print out or otherwise access the relevant Statements from the below-referenced E-mail address(es) or online at www.rjobrien.com in the format that RJO provides them. Customer understands that there is a risk of failure of any electronic transmission, and will not hold RJO liable directly or indirectly for such failure. If Customer fails to receive any Statement that reflects activity of which Customer is aware in the account, Customer will contact an RJO customer service representative at 866-438-7564 by 8:00 a.m. (CST) on the business day following the day of any such activity.

This consent shall be effective until revoked by Customer in writing, signed by the undersigned and delivered to R.J. O'Brien at 222 South Riverside Plaza, Suite 900, Chicago, IL 60606 or by fax to 866-453-8226. In addition, Customer acknowledges that for its protection and the protection of RJO, any request to change the email address(es) listed below must be in writing and must bear the signature of the undersigned. In the event such a request is received from a legal entity, such as a corporation, LLC or partnership, the request must be accompanied by appropriate documentation establishing that the person signing the request possesses the requisite authority to bind the entity. By signing below, Customer represents that the delivery and execution of this consent has been duly authorized.

Customer further represents that by electing this method of delivery of Statements, Customer agrees that no printed version of the above records will be sent to the Customer by regular mail.

Interested Parties/Authorized
Trader

Please use the section for the additional email address to send electronic Statements to authorized traders or interested parties who should receive copies of Statements for the Customer Account.

City of Fort Lauderdale

Customer Name

Kirk Buffington

Authorizer Name

Account Number

Signature

Date



I will access Statements through the RJO website and do not want email or printed statements sent to me
OR



Please Email statements to the following email addresses

Email Address(es):

Interested Party Email Address:

pwinston@fortlauderdale.gov

Please return by fax to 866-453-8226 or
mail to: R.J.O'Brien, 222 S. Riverside Plaza, Suite 900, Chicago, IL 60606
Questions? Please call 866-438-7564 for assistance.

Rev 3/08

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

ATTEST:

Jonda K. Joseph
Jonda K. Joseph, City Clerk

CITY OF NORTH LAUDERDALE

[Signature]
John P. Jack Selzer, Mayor

[Signature]
Lee R. Feldman, City Manager

Approved as to form:

[Signature]
Senior Assistant City Attorney

WITNESSES:

JOHN J. BURNS
Print Name:

Print Name:

R.J. O'Brien & Associates, LLC

By: Nancy Westwick
Print Name:

Title:

Nancy Westwick
Senior Vice President

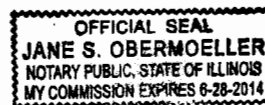
STATE OF ILLINOIS :
COUNTY OF COOK :

The foregoing instrument was acknowledged before me this 24 day of APRIL 2013, by NANCY WESTWICK as SVP (title) for R.J. O'Brien & Associates, LLC., an Illinois limited liability company. Delaware

[Signature]
Notary Public, State of ILLINOIS
(Signature of Notary Public)

JANE S. OBERMOELLER
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known ☒ OR produced Identification _____
Type of Identification Produced _____



RBC WEALTH MANAGEMENT

ACCOUNT NAME

ACCOUNT NUMBER

City of Fort Lauderdale

COMMODITY HEDGE LETTER

The undersigned ("Customer") represents to RBC Wealth Management ("Broker") that this account is carried with Broker's firm for the specific and exclusive purpose of bona fide hedging transactions and positions, as defined in Regulation Section 1.3 (Z) of the Commodity Futures Trading Commission. The account will be treated accordingly by Customer with the understanding that Customer will notify Broker if any changes occur in Customer's treatment of the account. This account is subject to hedge margins and to other rules and regulations as prescribed for hedge accounts by the various commodity exchanges and the Commodity Futures Trading Commission.

I hereby certify that all orders given to you for the purchase or sale of commodity futures contracts for the above account will be hedged against a spot position or commitments in accordance with customary definitions of hedge transactions.

If any orders are given which are not legitimate hedge transactions, you will so be advised at that time.

Commodities to be hedged: Fuel

The Commodity Futures Trading Commission requires firms involved in the maintenance of commodity hedge accounts to provide a hedge customer with the opportunity to decide in advance whether, in the event, of the firm's bankruptcy, the customer prefers the open commodity contracts held in the customer's hedging account to be liquidated by the trustee without the trustee seeking the customer's instructions. (This requirement generally applies to all commodity firms and is therefore not a commentary upon this particular firm's financial condition). Please check the appropriate box and sign below.

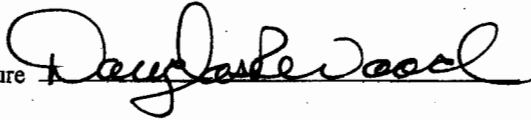
In the event of Broker's bankruptcy, I prefer that the trustee:

☐ Liquidate ☒ Not Liquidate
open commodity contracts in my hedge account without seeking my instructions.

Date

4.16.13

Customer Signature



Date

Customer Signature (Joint Account)

RBC WEALTH MANAGEMENT

DISCRETIONARY TRADING AUTHORIZATION LIMITED
TO PURCHASES AND SALES OF COMMODITIES

The undersigned hereby authorizes Jeff Lemunyon as the undersigned's agent and attorney-in-fact to buy, sell (including "short" sales) and otherwise deal in commodities and commodity options, on margin or otherwise, through the undersigned's accounts with you and at the undersigned's risk.

In all such purchases and sales you are authorized to follow the instructions of the aforesaid agent in every respect concerning the undersigned's account with you; and except as herein otherwise provided, the agent is authorized to act for the undersigned in the same manner and with the same force and effect as the undersigned might or could do with respect to such purchases and sales as well as with respect to all other things necessary or incidental thereto, except that the agent is not authorized to withdraw any money, securities, or other property either in the name of the undersigned or otherwise, unless authorized in writing by you.

The undersigned hereby ratifies and confirms any and all transactions with you heretofore or hereafter made by the aforesaid agent on behalf of or for the account of the undersigned.

The authorization is in addition to (and in no way limits or restricts) any rights which you may have under any other agreement or agreements between you and the undersigned.

The authorization granted herein shall remain in full force and effect until the earlier of (i) your receipt of a written notice signed by the undersigned revoking the authorization, (ii) if the aforesaid agent is your employee, the date of termination provided in a written notice delivered by you to the undersigned, or (iii) the undersigned's death.

The authorization granted herein is limited to the undersigned's commodity accounts with you; it is recognized that these accounts are subject to being closed or terminated by you, the undersigned, or the aforesaid agent.

Date: _____ Name (print): Lee R. Feldman
Account #: _____ Name (signature): *Lee R. Feldman*
Witness: _____ Witness: *[Signature]*
Date: _____ Date: 7/11/13

OR

Notarized:

Note: This form must be either witnessed by two individuals other than RBC Wealth Management, employees or notarized.

Branch Manager

Registered Commodity Representative

Account Controller