URBAN
FUTURES
INCORPORATED

Finance · Redevelopment · Implementation · Planning

February 27, 2003

Mr. John Davidson, City Manager
City of Redlands
35 Cajon Street, Suite 200
Redlands, CA 92373

Dear Mr. Davidson:

Thank you for the opportunity to present this proposal to provide pricing consultant services to the City of Redlands. It is our understanding that the City of Redlands will soon be issuing its 2003 Series A Certificates of Participation (the "COPs") refunding in the approximate amount of $19,500,000. It is also our understanding that the City desires to engage a pricing consultant to advise the City during the sale of the refunding COPs.

Urban Futures, Inc. is well-qualified to assist the Agency in achieving its goals. Since our founding, UFI has served over 150 governmental entities in various capacities. As financial advisors or pricing consultants we have been involved in over $4,000,000,000 worth of transactions.

Urban Futures, Inc. is a full service municipal consulting firm serving local government primarily in the State of California. The firm was founded in 1972 and has existed in its present form since 1974. It is the largest singularly owned, municipal consulting firm in the State. UFI is a closely held California corporation and serves as the controlling company for Urban Futures Bond Administration, Inc. (UFBAI), the nation's largest bond administrator. UFBAI serves clients in over six states and currently is the Tax Credit Auditor for the State of California. UFBAI shares offices with UFI in the City of Orange, California.

Our goal as a firm is to establish long-term relationships with clients, as such we value each and everyone of our clients. This would also be our goal in the City of Redlands. Again, thank you for the opportunity to submit this proposal. We would welcome the opportunity to work with you and the members of the City Council and the other members of the financing team. Please feel free to call me if you have any questions.

Sincerely,

URBAN FUTURES, INC.

Marshall F. Linn
President

CITY OF REDLANDS

Terms of employment approved this 4th day of March, 2003:

By ______________________
Karl N. Haws, Mayor

Attest:

By ______________________
Lorrie Poyzer, City Clerk

Crestview Corporate Center - 3111 N. Tustin Avenue, Suite 230, Orange, CA 92865-1755
Tel: (714) 283-9334 Fax: (714) 283-9319 e-mail: planning@urbanfuturesinc.com

PRICING CONSULTANT SERVICES

It has been and will continue to be UFI's approach as pricing consultant to be independent from real or perceived conflicts of interest and to preserve absolute impartiality in providing financing advice. The relationship should be one of mutual confidence and trust, and the client should feel comfortable that the pricing consultant will represent and protect its interests throughout the term of the engagement. This is more a statement of philosophy, but it is one we believe in and adhere to in the conduct of our business.

1. Continue to update and monitor market conditions including interest rate "spreads" between various tax-exempt and taxable securities, financing schedules and reinvestment opportunities up until the actual marketing and pricing of the COPs.

2. After reviewing all COPs documents including the Official Statement, Indenture of Trust, and investment agreements, UFI will provide the client with a "Fairness Opinion" relative to the proposed sale of COPs including the pricing structure, interest rate levels, interest rate "spreads", reinvestment structures, costs of issuance, underwriting and other investment banking fees.

3. Assist the client in the final closing of the financing and investment of proceeds.

4. Post-Bond Sale follow-up:

    A. Working with the City's underwriter, prepare and furnish the City with a table of debt service which will include semi annual and annual payments of principal and interest, table of sources and uses of funds from the proceeds of the financing, and a complete cash flow analysis of the financing which will "track" the flow of funds, investment earnings, pledged revenues, and debt service payments.

PROFESSIONAL FEE

Our fee to provide the City with pricing consultant services is $12,500. Our fee is contigent upon the sale of the securities and is payable out of the COP proceeds.

REFERENCES

James C. Gilley, City Manager
CITY OF LANCASTER
44933 N. Fern Avenue
Lancaster, CA 93534
(805) 723-6006

Financial advisor services for 75+ financings.

Ed Hatzenbuhler, City Manager
City of Norco
2870 Clark Avenue
Norco, CA 92866
(909) 270-5611

Financial advisor services for 12+ offerings.

G. Michael Milhiser, City Manager
CITY OF UPLAND
460 North Euclid Avenue
Upland, CA 91785-0460
(909) 931-4103

Financial advisor services for 10 offerings.

Sam J. Racadio, City Manager
CITY OF HIGHLAND
27215 E. Base Line Street
Highland, CA 92346
(909) 864-8732

Financial advisor services for 8 offerings.

Bob Adams, City Manager
CITY OF MANTECA
1001 W. Center Drive
Manteca, CA 95337
(209)239-8400

Financial advisor services for 8+ financings.

DISCLOSURE

Urban Futures, Inc. does not participate in, nor does it support any lobbying efforts.

Neither the firm nor any employee has ever been the subject of a SEC, NASD, MSRB or any state, federal or local government inquiry or investigation.

UFI is not a signatory to the SEC's voluntary ban on political contributions.

PRINCIPAL RESUMES

MARSHALL F. LINN
President

Marshall Linn has more than 38 years of municipal and private consulting experience combined with professorships at both the University of California, Irvine Campus and California State Polytechnic University, Pomona. Over the last 27 years Mr. Linn has specialized in the preparation and implementation of more than 150 redevelopment plans. As a financial advisor, Mr. Linn has participated in more than 250 bond issues, including 50 single-family and multi-family mortgage revenue bond issues, totaling over four billion dollars in tax exempt securities. He has also served as financial advisor for over 150 tax allocation notes, bonds and Certificates of Participation, lease revenue bonds, sewer and water revenue bonds and other miscellaneous type of transactions.

Education: Bachelor of Science Degree, Economics; Master's Degree, Urban Planning, University of Southern California.

DOUGLAS P. ANDERSON
Vice President

Douglas Anderson is expert in the areas of tax revenue analysis and bond administration. He is responsible for the administration of single-family and multi-family mortgage revenue bonds, as well as the analysis and development of many types of municipal financing. The single-family mortgage revenue bond portfolio, for which Mr. Anderson is responsible, consists of more than 45 issues, representing over two billion dollars of tax-exempt financing. Mr. Anderson is responsible for the research and analysis necessary to structure tax allocation bond issues, including tax increment revenue projections and analysis of the revenue created by new development. Prior to his work with Urban Futures, Mr. Anderson completed a commercial officer training program with First Interstate Bank of California that included comprehensive training in commercial finance, housing and credit analysis. Mr. Anderson has been with Urban Futures for over 14 years.

Education: Mr. Anderson earned a Bachelor of Science Degree from San Diego State University in Business Administration, with a Finance emphasis.

CLIENTS SERVED

REDEVELOPMENT AGENCIES/CITIES AND INSTITUTIONAL CLIENTS THAT URBAN FUTURES, INC. HAS SERVED

Adelanto
Alameda County
Anderson
Apple Valley
Arroyo Grande
Azusa
Bakersfield
Baldwin Park
Banning
Barstow
Bell Gardens
Belmont
Big Bear Lake
Blythe
Brawley
Brisbane
Buena Park
Calabasas
Calipatria
Calexico
Carson
Cathedral City
Ceres
Cerritos
Coalinga
Colton
Commerce
Corona
Costa Mesa
Covina
Crescent City
Cudahy
Delano
Desert Hot Springs
Dinuba
Downey
Duarte
Economic Development Corporation-Southwest Riverside County
El Centro
Exeter
Farmersville
Fillmore
Firebaugh
Folsom
Fort Bragg
Fountain Valley
Fowler
Fresno
Fresno County
Garden Grove
Glendora
Gonzales
Grand Terrace
Greenfield
Gridley
Grover Beach
Hanford
Hawaiian Gardens
Hesperia
Highland
Holtville
Huntington Beach
Huntington Park
Hughson
Indio
Industry
Lafayette
Lancaster
La Verne
Lawndale
Lemoore
Lindsay
Livingston
Loma Linda
Los Angeles, City
Los Angeles, County
Los Banos
Manhattan Beach
Manteca
March Joint Powers Authority (Military Base Reuse)
Maywood
Mendota
Merced
Montebello
Monterey Park
Moorpark
Morgan Hill
Murrieta
Needles
Norco
Oceanside
Ontario
Ontario Local Redevelopment Authority (Military Base Reuse)
Orange
Orange County
Oxnard
Parlier
Pasadena
Pico Rivera
Pismo Beach
Pittsburg
Pomona
Rancho Cucamonga
Rancho Palos Verdes
Redondo Beach
Reedley
Rialto
Ripon
Rocklin
San Bernardino
San Diego, City
San Diego, County
San Dimas
San Francisco
San Juan Capistrano
San Luis Obispo, City
San Luis Obispo, County
San Leandro
Santa Ana
San Buenaventura
Santa Paula
San Fernando
San Jacinto
Shasta Utility District
South El Monte
Stanislaus County
Stanton
Susanville
University of La Verne
Upland
Ventura
Victor Valley Economic Development Authority (Military Base Reuse)
Walnut
West Covina
Westminster
Winton
Yorba Linda

REPRESENTATIVE BOND ISSUERS AND/OR ADMINISTRATION CLIENTS

Azusa
Big Bear Redevelopment Agency
Barstow
Blythe
Blythe Redevelopment Agency
Brawley
Brawley Redevelopment Agency
Calabasas
Calexico
Calexico Community Redevelopment Agency
California Statewide Community Development Authority (CSCDA)
Camarillo
Cathedral City
Cathedral City Redevelopment Agency
Clovis
Colton Redevelopment Agency
Concord
Covina
Covina Redevelopment Agency
Covina-Rancho Cucamonga-Calexico-Downey Housing Finance Agency
Delano Redevelopment Agency
Dinuba
Dinuba Redevelopment Agency
Duarte Redevelopment Agency
El Monte-Downey-San Jacinto Housing Finance Agency
Encinitas
Escondido-Chula Vista Housing Finance Agency
Firebaugh Redevelopment Agency
Fresno
Garden Grove
Highland
Highland Redevelopment Agency
Huntington Park Redevelopment Agency
Indio
Lancaster
Lancaster Housing Authority
Lancaster Redevelopment Agency
Lemoore
Lemoore Redevelopment Agency
Lindsay Redevelopment Agency
Livermore
Loma Linda
Los Angeles County
Manteca
Manteca Redevelopment Agency
Montebello Redevelopment Agency
Montebello-Oxnard Housing Finance Agency
Monterey Park
Moorpark
Moorpark Redevelopment Agency
Moreno Valley
Murrieta
Murrieta Joint Powers Authority
National City
Norco
Norco Redevelopment Agency
Oceanside
Ontario Redevelopment Agency
Orange County
Orange County Redevelopment Agency
Oxnard
Palmdale
Paramount
Pasadena Community Development Commission
Phoenix, Arizona
Pittsburg
Pomona
Pomona Redevelopment Agency
Port Hueneme-Covina Housing Finance Agency
Rancho Cucamonga
Redlands
Rialto
Riverside County
Sacramento County
San Bernardino County
San Buenaventura-Covina Housing Finance Agency
San Diego County
San Diego County Housing Authority
San Jacinto
San Juan Capistrano Redevelopment Agency
San Leandro
San Marcos
Simi Valley
Southern California Home Financing Authority (SCHAFA)
Stanton
Stanton Redevelopment Agency
Thousand Oaks
Union City
Upland
Vallejo
Victorville
Vista
Walnut Improvement Agency
Westminster
Westminster Redevelopment Agency
Winton
Yucaipa

BEST BEST & KRIEGER LLP
a california limited liability partnership including professional corporations
LAWYERS
3750 UNIVERSITY AVENUE
POST OFFICE BOX 1028
RIVERSIDE, CALIFORNIA 92502-1028
(909) 686-1450
(909) 686-3083 FAX
BBKLAW.COM

INDIAN WELLS
(760) 568-2611

ONTARIO
(909) 989-8584

SAN DIEGO
(619) 525-1300

ORANGE COUNTY
(949) 260-0962

SACRAMENTO
(916) 325-4000

March 3, 2003

Honorable Mayor and
Members of the City Council
of the City of Redlands
30 Cajon Street
Redlands, California 92373

Re: Agreement for Bond Counsel Services for Refunding Certificates of Participation

Ladies and Gentlemen:

This letter is intended to serve as an agreement between the City of Redlands (the "City") and Best, Best & Krieger ("BB&K") with respect to the provision of bond counsel and disclosure counsel legal services by BB&K to the City in connection with the issuance of its proposed 2003 Refunding Certificates of Participation (the "Refunding COPs") to refund the City's outstanding 1993 Refunding Certificates of Participation.

Services:

We will confer and consult with City staff on all matters relating to lease financings including participation in the review and selection of appropriate financing methods. We will assist the City in identifying the most advantageous method of financing based upon our experience and we will attend all meetings of the City's staff, consultants and underwriter at which financing methods are to be discussed and analyzed for successful completion of the financing.

Our bond counsel services will include the preparation of all agreements, resolutions, notices, certificate forms and all other legal documents required by California law for the execution, sale and delivery of the Refunding COPs. We also will review the official statement prepared for the financing, and attend all meetings in which any action in connection with the proceedings is to be taken. We will also review any purchase contract pursuant to which the underwriter proposes to purchase the Refunding COPs.

Subject to completion of the financing to our satisfaction, BB&K will issue its approving legal opinion to the purchasers of the Refunding COPs to the effect that all proceedings have been legally undertaken for the authorization, execution, sale and delivery of the Refunding COPs, or other transactions relating to the financing and that interest paid with respect to the Refunding COPs is excluded from gross income for federal income tax purposes and is exempt from State of California personal income tax. We will also issue appropriate supplemental opinions and certificates as may be necessary or appropriate.

Our disclosure counsel services will include the gathering of necessary information and preparation of a preliminary official statement and final official statement for the financing and the preparation of a continuing disclosure agreement in order to satisfy the continuing disclosure requirements of Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934.

Finally, we will confer and consult with City officials with respect to problems which may arise during the period of servicing and payment of the Refunding COPs and provide any and all other services commonly expected of special counsel.

Our bond counsel fee for the foregoing legal services will be based upon the following schedule:

Total Amount of Refunding COPs Authorized	Bond Counsel Fee
$5,000,000 or less	$30,000
$5,000,000 to $14,999,999	$30,000 plus .20% of the excess over $5,000,000
$15,000,000 or more	$50,000 plus .10% of the excess over $15,000,000

Our fee for disclosure counsel services will be $15,000.

Our bond counsel and disclosure counsel fees will be payable only upon completion and sale of the Refunding COPs from the proceeds of the financing, and not otherwise. If other services are requested by the City which are not within the scope of those outlined above, they will be performed on a time basis at the hourly rate of the attorneys involved. In the event this financing is not completed for any reason, the City will have no liability for any fees incurred by our firm with respect to the financing.

In addition to the above fee, we will be reimbursed by the City for any out-of-pocket expenses incurred by us in the course of our employment, such as long distance telephone calls, facsimile telephone transmission, messenger and courier services, travel at the request of the appropriate City officials, duplicating and the like. We do not expect our expenses to exceed $3,000.

If the proposal set forth in this letter is acceptable to the City, please have an appropriate officer of the City sign and return a copy of this letter to me.

Very truly yours,

Francis Baum

Francis J. Baum
of BEST BEST & KRIEGER LLP

TERMS OF EMPLOYMENT APPROVED
THIS 4th DAY OF MARCH, 2003

K N Haws

Authorized Officer of the
City of Redlands
Karl N. Haws, Mayor

FJB:jcq

ATTEST:

Lorrie Poyzer

Lorrie Poyzer, City Clerk

AGREEMENT FOR INVESTMENT BANKER/UNDERWRITER'S SERVICES

THIS AGREEMENT, effective the 4th day of March 2003, is by and among the City of Redlands (the "City"), a municipal corporation, duly organized and validly existing by virtue of the laws and Constitution of the State of California, and O'Connor Southwest Securities, Newport Beach, California (the "Investment Banker/Underwriter"), a firm fully registered with the United States Securities and Exchange Commission and the National Association of Securities Dealers.

W I T N E S S E T H

WHEREAS, the City desires to engage in the issuance of bonds, notes, or other evidences of indebtedness to be issued by the City, or some other related City entity for any lawful purpose (hereinafter the "Bonds"); and

WHEREAS, the City desires to appoint the Investment Banker/Underwriter to serve the City as its sole, senior manager and underwrite the Bonds on a negotiated basis; and

WHEREAS, the Investment Banker/Underwriter desires to perform such investment banking/underwriting services, and, in the course of acting in such capacity, and solely for such purposes, rendering advice to the City, including advice with respect to the structure, timing, terms, and other similar matters concerning a new issue or issues of Bonds;

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties hereto (each a "Party" and, collectively, the "Parties") hereby agree as follows:

Section 1. Term. This Agreement shall commence upon the effective date of this agreement and may be terminated by any party by giving sixty (60) days written advance notice to the other Parties, with such termination becoming effective as of the sixty-first (61st) day following such provision of written notice.

Section 2. Services To Be Provided. The City hereby hires the Investment Banker/Underwriter, and the Investment Banker/Underwriter hereby agrees to provide investment banking/underwriting services to the City in connection with the issuance of Bonds, including the original issuance of such Bonds and the refunding, remarketing or other disposition of such Bonds. The Investment Banker/Underwriter shall be, and the City shall recognize the Investment Banker/Underwriter as, the sole senior Investment Banker/Underwriter with respect to any such issue of Bonds.

The Investment Banker/Underwriter shall provide to the City, in connection with such Bonds, advice with respect to the structure, timing, terms and other similar matters concerning such Bonds, all as more fully set forth in this Section 2. The City and the Investment Banker/Underwriter mutually recognize that no "financial advisor relationship", as defined in Section 53590 of the Government Code of the State of California, shall be construed to exist by virtue of this Agreement and that the Investment Banker/Underwriter shall not be deemed a fiduciary of the City hereby.

In its capacity as Investment Banker/Underwriter to the City, the Investment Banker/Underwriter shall perform the following services in connection with each issue of Bonds:

(a) The Investment Banker/Underwriter will conduct discussions with the City's legal and other consultants, in the preparation of analyses and/or feasibility reports for project financings, if such analyses and/or reports are to be used in the Official Statement in connection with any such issue of Bonds;

(b) The Investment Banker/Underwriter will as required consult with bond counsel, in developing the necessary financing documents under which the Bonds will be issued and secured;

(c) The Investment Banker/Underwriter will cooperate with the City's, disclosure counsel and bond counsel in the preparation of the Preliminary and Final Official Statement for each issue of the Bonds (the "Official Statement"), which Official Statement will serve as the primary marketing document for each issue of the Bonds. The Official Statement will present pertinent financial, legal, and economic data in order to, among other things, enable prospective Bond owners to evaluate the credit-worthiness of the Bonds;

(d) The Investment Banker/Underwriter will assist the City in developing presentations to nationally recognized rating agencies (Moody's Investor's Service, Fitch Investor's Service and/or Standard & Poor's Corporation), and municipal bond insurance companies if deemed appropriate in the judgement of the City and the Investment Banker/Underwriter;

(e) The Investment Banker/Underwriter will develop a market for the Bonds by:

   (i) Assisting the City in arranging and conducting tours of the City and any prospective Bond financed facility by representatives of institutional investors as the Parties may mutually deem appropriate;

   (ii) Assisting the City in conducting informational meetings in major financial centers as the Parties may mutually deem appropriate; and

   (iii) Arranging, on behalf of the City if deemed appropriate by the Investment Banker/Underwriter, informational meetings with institutional investors throughout the United States concerning the Bonds and the security therefor;

(f) As the lead or managing Investment Banker/Underwriter, the Investment Banker/Underwriter will use its best efforts to accomplish the formal marketing of the Bonds at the earliest date possible consistent with sound investment banking and underwriting principles. The Investment Banker/Underwriter (together with any syndicate or selling group) will reoffer the Bonds to the public on the basis of an immediate "bona fide public offering" or through a "private placement", all as more fully set forth in the Contract of Purchase to be entered into with respect to each issue of the Bonds (the "Contract of Purchase"), which shall set forth the definitive interest rates payable with respect to such Bonds and the conditions precedent to the Investment Banker/Underwriter's purchase of such Bonds.

Section 3. Compensation and Contracts of Purchase. In connection with the provision of the services outlined herein, the Investment Banker/Underwriter and the City, shall enter into a separate Contract of Purchase in form and substance mutually satisfactory to such Parties in connection with each issue or series of obligations to be underwritten by the Investment Banker/Underwriter. The Investment Banker/Underwriter shall be compensated for the services it renders under each such Contract of Purchase as set forth therein provided however, that the underwriter's discount specified therein shall not exceed 2.0% of the par amount of the Bonds issued without he express approval of the City. Such Contract of Purchase shall serve to supplement this Agreement but shall not be construed to supersede or terminate this Agreement. Until such Contract of Purchase for each such issue of Bonds shall have been entered into by and between the Investment Banker/Underwriter and the City, which shall specify to the contrary, this Agreement shall be construed as a "best efforts" commitment on the part of the Investment Banker/Underwriter for each issue of Bonds, and the Investment Banker/Underwriter shall have no obligation to purchase or provide for the purchase of such Bonds in the absence of such a Contract of Purchase executed by the appropriate Parties; nor shall the Investment Banker/Underwriter be obligated to enter into any such Contract of Purchase.

All fees and costs of O'Connor SWS Securities are contingent upon the successful sale of the Bonds. In the event that the Bonds or certificates are not sold these costs will be waived. The City, at its option, may choose not to issue any Bonds if in its opinion the benefits provided are insufficient to warrant issuance.

Section 4. Ownership of Documents. All feasibility studies, economic projections, econometric models, proposals, timing charts, legal documents, and similar items concerning an issue of Bonds being furnished to the City shall nonetheless be construed at all times to be the property of the Investment Banker/Underwriter. Upon completion of all services to be provided under this Agreement, or in the event that this Agreement is terminated before the completion of all such services, all of the aforementioned documents, and all other materials provided by any person or entity to assist the Investment Banker/Underwriter in performing services under this Agreement shall be returned to the Investment Banker/Underwriter within thirty (30) days of either completion of such services or termination of this Agreement.

Section 5. Assignment. The City has entered into this Agreement to receive the professional services of the Investment Banker/Underwriter. The Investment Banker/Underwriter will, therefore, not assign to any third Party any portion of the services agreed to be performed by and under this Agreement without first obtaining the written consent of the City. With the City's written approval the Investment Banker/Underwriter may make use of the assistance of other experts possessing unique skills, the use of whom, in the Investment Banker/Underwriter's opinion, will enhance the quality of the Investment Banker/Underwriter's service to the City under this Agreement.

Section 6. Captions. Captions to sections are for convenience purposes only and are not part of this Agreement.

Section 7. Governing Law. The laws of the State of California shall govern this Agreement.

Section 8. Entire Agreement. This Agreement, and any Contract of Purchase entered into in connection herewith, constitutes the whole agreement between the Parties hereto with respect to the subject matter hereof, and neither Party nor any of its agents or employees has made any representation except as specifically provided herein. Neither of the Parties in executing or performing this Agreement is relying on any statement of information, to whomsoever made or given directly or indirectly, verbally or in writing, by any individual or corporation, except as specifically provided herein. This Agreement may not be modified or altered except in writing signed by and on behalf of the Parties hereto.

"CITY"

THE CITY OF REDLANDS, CALIFORNIA

By: ____________________
Karl N. Haws, Mayor

Attest:

____
Lorrie Poyzer, City Clerk

"INVESTMENT BANKER/UNDERWRITER"

O'CONNOR SOUTHWEST SECURITES

By: ____________________
Robert A. Porr
Senior Vice President

Redlands

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"CITY"

THE CITY OF REDLANDS, CALIFORNIA

By: ______________________________

"INVESTMENT BANKER/UNDERWRITER"

O'CONNOR SOUTHWEST SECURITES

By: ______________________________
Robert A. Porr
Senior Vice President