



**AGENDA**  
**BOARD OF ADJUSTMENT MEETING**  
Conference Room 101  
Thursday, October 2, 2025  
6:00 PM

**I. INTRODUCTION OF THE BOARD AND CITY STAFF**

**II. APPROVAL OF MEETING SUMMARY**

- A. Approval of March 6, 2025 Meeting Summary

**III. REQUEST FOR AFFIDAVIT OF PUBLICATION**

**IV. PUBLIC HEARING ITEMS**

- A. **B.A. 04-2025 14008 Olive Boulevard:** A request for an area variance for a cell tower proposed on a tract of land totaling 0.17 acres located south of Olive Boulevard, and east of Hog Hollow Road (16R340281).

**V. 2026 PROPOSED BOARD OF ADJUSTMENT MEETING SCHEDULE**

- A. 2026 Proposed Board of Adjustment Meeting Schedule

**VI. ADJOURNMENT**

PERSONS REQUIRING AN ACCOMODATION TO ATTEND AND PARTICIPATE IN THE BOARD OF ADJUSTMENT MEETING SHOULD CONTACT CITY CLERK VICKIE MCGOWND AT (636) 537-6716 AT LEAST TWO (2) BUSINESS DAYS PRIOR TO THE MEETING.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

BEFORE THE BOARD OF ADJUSTMENT  
PUBLIC HEARING

II.

CITY OF CHESTERFIELD  
690 CHESTERFIELD PARKWAY WEST  
CHESTERFIELD, MO 63017

March 06, 2025  
6:00 p.m.

|    |  |      |
|----|--|------|
| 1  | INDEX  |      |
| 2  |  | PAGE |
| 3  | RECORD:                                      |      |
| 4  | COLLOQUY                                     | 5    |
| 5  | B. A. 02-2034 WILD HORSE BLUFFS, LOT 4       | 6    |
| 6  | B. A. 01-2025 TERRACES AT WOODS MILL, LOT 19 | 33   |
| 7  |  |      |
| 8  | B. A. 01-2024 SUNNY'S SPA 13714 OLIVE BLVD:  | 54   |
| 9  | OPENING STATEMENT BY MR. GLICKFIELD          | 57   |
| 10 | SUNNY'S SPA WITNESS:                         |      |
| 11 | JIE CAO                                      |      |
| 12 | Direct examination by Mr. Glickfield         | 72   |
|    | Cross-examination by Mr. Kloos               | 97   |
| 13 | Redirect examination by Mr. Glickfield       | 108  |
| 14 | CITY WITNESS:                                |      |
| 15 | JOHN HALLIDAY                                |      |
| 16 | Direct examination by Mr. Kloos              | 112  |
|    | Cross-examination by Mr. Glickfield          | 145  |
| 17 | Redirect examination by Mr. Kloos            | 156  |
| 18 | VOTE BY THE BOARD                            | 161  |
| 19 | ADJOURNMENT                                  | 164  |
| 20 |  |      |
| 21 |  |      |
| 22 |  |      |
| 23 |  |      |
| 24 |  |      |
| 25 |  |      |

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

EXHIBITS

| EXHIBIT                    | DESCRIPTION                          | PAGE            |
|----------------------------|--------------------------------------|-----------------|
|                            |                                      | Marked/Admitted |
|                            | Sunny's Spa:                         |                 |
| Hearing Exhibit 1<br>City: | Sunny's Spa Rules and<br>Regulations | 66/83           |
| Exhibit A                  | Photos - Skip the Games              | 134/145         |
| Exhibit B                  | Photos - Callescort.com              | 134/145         |
| Exhibit C                  | Photos - Callescort.com              | 134/145         |
| Exhibit D                  | Photos - Skip the Games              | 134/145         |
| Exhibit E                  | Photos - Adult Look                  | 134/145         |

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

## A P P E A R A N C E S

Board:

Ms. Katherine Hipp, Chair  
Mr. Brendan Block  
Ms. Jeannie Rader  
Dr. Barb Whitman

City:

Alyssa Ahner, Senior Planner  
Erica Blesener, Office Manager  
Saundra Baker, Executive Assistant  
Chris Graville, Attorney for the City  
Ben Kloos, Attorney for the City

Sunny's Spa:

Jacob Glickfield  
Frankel, Rubin, Klein, Payne & Pudlowski, P.C.  
231 S Bemiston Ave #1111  
Clayton, MO 63105  
Email: jglickfield@frankelrubin.com  
Phone: 314.725.8000

May Huang, Interpreter

REPORTED BY:

Colin Wallis  
Lexitas Legal  
711 North Eleventh Street  
St. Louis, Missouri, 63101  
(314) 644-2191

\* \* \* \* \*

(Starting time of the hearing: 6:18 p.m.)

CHAIR HIPPI: Good evening. Thank you very much for your patience in waiting for the board. I hereby call the Board of Adjustment of the City of Chesterfield meeting for March 6th, 2025, to order at 6:20 this evening. I'm Katherine Hipp, pardon me, Chair of the Board of Adjustment. Allow me to introduce the other members of the Board in attendance to this meeting. To my right, go ahead.

MR. BLOCK: Brendan Block.

MS. RADER: Jeannie Raider.

DR. WHITMAN: Barbara Whitman.

CHAIR HIPPI: Thank you. Also in attendance are -- representative city attorney, Chris Graville; prosecuting attorney Ben Kloos; senior planner, Alyssa Ahner; office manager Erica Blesener, did I say right? Blesener. Executive assistant, Sandra Baker; interpreter, Mary (sic) Huang and our court reporter from Lexitas --

MR. GRAVILLE: Lexitas Legal.

CHAIR HIPPI: Lexitas Legal, thank you. The first order of business is approval of the

1 August 3rd, 2023, minutes. The chair will  
2 entertain a motion?

3 DR. WHITMAN: Move approval.

4 CHAIR HIPPI: Okay. Ms. Whitman has  
5 moved -- has made a motion for approval. Can I  
6 get a second?

7 MS. RADER: I second.

8 CHAIR HIPPI: All members who have reviewed  
9 the minutes, can we -- is there any discussion?  
10 No discussion? Ms. Blesener, will you call the  
11 vote, please?

12 (Court reporter clarification.)

13 MS. BLESENER: Katherine Hipp?

14 CHAIR HIPPI: I -- I vote to approve the  
15 minutes.

16 MS. BLESENER: Brendan Block?

17 MR. BLOCK: I vote to approve.

18 MS. BLESENER: Jeannie Rader?

19 MS. RADER: I vote to approve.

20 MS. BLESENER: Barb Whitman?

21 DR. WHITMAN: Approve.

22 CHAIR HIPPI: Okay, the minutes are  
23 approved as stated. The Board will hear three  
24 petitions this evening. BA-02-2024 Wild Horse  
25 Bluffs, Lot 4. A request for a variance from

1 the 200 foot western boundary setback of site  
2 specific zoning ordinance, 2394, to build an  
3 outdoor kitchen, in brackets, 1AV6300838.  
4 Second petition tonight would be BA-02-01-2025,  
5 Terraces at Woods Mill, Lot 19. A request for  
6 a variance from Section 4B3 of ordinance 822 in  
7 order to construct a sun room. And, lastly,  
8 BA012024, Sunny's Spa, at 13714 Olive  
9 Boulevard, Suite A. An appeal of the City  
10 Administrator's findings of fact, conclusions  
11 of law and order upholding the City's decision  
12 to deny an application to renew a business  
13 license for Sunny's Spa. The Chair notes that  
14 the affidavit of publication and exhibits for  
15 the petition has been placed on the diagnosis.

16 General instructions here, as your name is  
17 called you and your representative will be  
18 asked to come forward, state your name, explain  
19 the variance requested and the hardship for  
20 practical difficulties which necessitates this  
21 request. Petitioners are reminded that the  
22 Board sits in a quasi-judicial manner, by that  
23 I mean we are acting on what is presented to us  
24 here tonight. It is the petitioner's  
25 responsibility to show the particular hardships

1 or practical difficulties that they feel will  
2 entitle them to a variance. Please be advised  
3 that finances are not considered a hardship.

4 After the petitioners have presented their  
5 request, there will be an opportunity for  
6 anyone in favor or opposition to speak relative  
7 to the variance request. The Board will  
8 generally make a decision on the request this  
9 evening. I will note that it takes four votes  
10 in favor to approve a variance, and, therefore,  
11 we needed all four of our members here tonight,  
12 so I thank you, again, for your patience in  
13 that matter. If the decision of the Board is  
14 unfavorable you have the right to appeal to the  
15 St. Louis County Circuit Court. This action  
16 must be taken within 30 days from the Board's  
17 decision. The first item on the agency is  
18 BA022024, Wild Horse Bluffs, Lot 4. Will staff  
19 please stand and present their exhibits and any  
20 comments regarding BA022024.

21 MS. AHNER: All right, good evening. My  
22 name is Alyssa Ahner. I'm a senior planner of  
23 the City of Chesterfield. As mentioned, this  
24 is BA022024, Wild Horse Bluffs, Lot 4, and this  
25 is a request for the variance for the 200 foot

1 --

2 (Court reporter clarification.)

3 (Alyssa Ahner sworn.)

4 MS. AHNER: Continuing on, this is a  
5 request for a variance from the 200-foot  
6 western boundary setback of site specific  
7 zoning ordinance 2394 in order to construct an  
8 outdoor kitchen. Up on the screen, I have the  
9 general location of the subject site, indicated  
10 by a star. And to get a little bit closer  
11 perspective, I have the subject site here  
12 zoomed in a little bit. They're located on  
13 Wild Horse Creek Road.

14 **A brief proposal summary, the applicant is**  
15 **requesting a variance from the 200-foot western**  
16 **boundary structure setback, established via**  
17 **site specific ordinance 2394, which encompasses**  
18 **the entirety of the Wild Horse Bluff**  
19 **subdivision. In lieu of the 200 foot western**  
20 **boundary setback, the applicant is requesting**  
21 **this be reduced to 170 in order to construct an**  
22 **outdoor kitchen.**

23 **A little bit of background on the site.**  
24 **Wild Horse Bluffs is zoned E-1 acre state**  
25 **district with a Wild Horse overlay, which is**

1 established in 2006 via site specific ordinance  
2 2394. Staff researched the 200-foot setback to  
3 better understand why the distance was  
4 originally chosen and any implications there  
5 may be from the potential reduction.

6 Per code, the setbacks for a Wild Horse  
7 Creek overlay shall be established in the  
8 underlying zoning district. In this specific  
9 case, the underlying zoning district of Wild  
10 Horse Bluffs is E-1 acre estate district. Per  
11 code, the setback for the E-1 Estate District  
12 was 25 feet from the side yard and right of way  
13 and 40 feet between structures. Upon reviewing  
14 code modifications between 2006 and 2025 and  
15 the documents from the review process per  
16 ordinance 2394, it remains unclear as to why  
17 the structure setbacks for Wild Horse Bluffs  
18 Subdivision differ from the underlying zoning  
19 district.

20 The subject site has had interest from a  
21 few parties over the years, but has sat  
22 undeveloped until a record plat for four lots  
23 was approved in 2022. Municipal zoning  
24 approvals have been pulled for all four lots  
25 and the construction of single-family

1 residential homes are underway. The owner of  
2 Lot 4 is requesting a variance to reduce the  
3 200-foot setback to 170 in order to construct  
4 an outdoor kitchen. The image I have that up  
5 on -- there on the screen is just a rough  
6 comparison of 200-foot distance to the 170-foot  
7 distance.

8 The applicant did provide a statement of  
9 hardship, practical difficulty or other  
10 information warranting action by the Board for  
11 consideration. The entirety of the statement  
12 has been provided and highlights the topography  
13 and layout of the lot presents significant  
14 obstacles that make it extremely difficult to  
15 comply existing zoning regulations.

16 In response to the topography challenges, it  
17 should be noted that all four lots sit on a  
18 bluff, i.e. the name of the subdivision Wild  
19 Horse Bluffs. The newly constructed homes sit  
20 in at an elevation of 540, which then drops  
21 down to an elevation of 492 at the northern  
22 property line, before dropping to an elevation  
23 of about 460 at the railroad just below. And I  
24 do have an image up there on the screen just  
25 showing different contours in that area.

1 Chapter 89 of the Missouri Revised  
2 Statutes states in passing upon appeals where  
3 there are practical difficulties or unnecessary  
4 hardships in the way of carrying out the strict  
5 letter of such ordinance to vary or modify the  
6 application of any of the regulations or  
7 provisions of such ordinance relating to the  
8 construction or alteration of buildings or  
9 structures or the use of the land so that the  
10 spirit of ordinance shall be observed, public  
11 safety and welfare secured and substantial  
12 justice done.

13 In reviewing the statement of practical  
14 difficulty, several factors are to be  
15 considered by the Board. One, how substantial  
16 the variance is in relation to the requirement.  
17 Two, the effect if the variance is allowed on  
18 available governmental facilities. Three,  
19 whether substantial change will be produced in  
20 the character of neighborhood or substantial  
21 detriment to enjoying properties or neighbors.  
22 Four, whether the difficulty can be obviated by  
23 a feasible method other than a variance; and,  
24 five, whether the interest of justice will be  
25 served by allowing the variance.

1           A decision of the Board granting a  
2           variance that permits the erection of a  
3           structure shall be valid for a period of six  
4           months, unless building permit for such  
5           erection was obtained within this period, and  
6           the erection is started and proceeds to  
7           completion in accordance with the terms of this  
8           decision.

9           That concludes my presentation, but I can  
10          answer any questions you may have and we do  
11          have a petitioner here as well.

12          CHAIR HIPPI: Questions at this point? We  
13          have no questions at this time. We would like  
14          to hear -- please be available. We'll hear  
15          from the respondent or the applicant, and we'll  
16          get back to you after we hear from them.

17          MS. AHNER: Okay.

18          CHAIR HIPPI: Ma'am, if you will please be  
19          sworn in and state your name for the record.

20                         (Stacy Adams sworn)

21          MS. SUTTON: Thank you guys for taking my  
22          petition tonight. My name is Stacy Adams. I  
23          am the owner of Lot 4 of the property that we  
24          have historically called planes, trains and  
25          automobiles. As you guys know, the property

1 there has sat vacant for many years. We took  
2 it upon ourselves to take on a very challenging  
3 project to develop those four lots, bringing in  
4 significant revenue for the area. Part of that  
5 is the homes -- Lot 4 was the most challenging  
6 house that's out there. We literally built it  
7 on a cliff. To adhere to the zoning ordinances  
8 that were previously there, we took up a  
9 significant amount of our land to -- the  
10 backyard, to put retaining walls to stay within  
11 the zoning setback lanes.

12 So, we have spent a significant amount of  
13 time trying to figure out how we can possibly  
14 make this a viable product or a viable parcel  
15 of land. So, we have a pool that we are in the  
16 process of installing that has MCA and zoning  
17 permits and everything, and as part of that,  
18 we're trying to put in a kitchen. My husband  
19 likes to barbecue. My kids like to go out and  
20 swim, and we want to be able to enjoy the  
21 backyard to the best of our ability. The  
22 challenge, though, is we have the topography  
23 that we are up against.

24 In addition to the challenges of  
25 the topography, the Metropolitan Sewer design,

1 our sewer district, asked us to put in some  
2 bioretention basins. The only way that we  
3 would have been able to put in those  
4 bioretention basins is we brought them up  
5 closer to the property to make sure that we  
6 adhere to the overall area. Part of that, we  
7 went on a journey. Spoke to St. Louis  
8 Metropolitan Airport. They are in support of  
9 this. We own the parcel, the acre right on the  
10 next side of it. So, we, obviously, are in  
11 support of it.

12 In addition to that, the HOA has approved  
13 and is in support of it. We spoke with  
14 Mr. Goldstein that owns the parcel of land on  
15 the side further to make sure that he was also  
16 supportive, which Alyssa has all of those on  
17 file.

18 In addition to those, we are the builder  
19 for the other three lots and have support from  
20 all those owners as well. So, I'm asking for  
21 your help in support of our pool house or our  
22 pool outdoor kitchen really, and to make sure  
23 that we'll able to enjoy the parcel of land  
24 that otherwise sat vacant for many years as you  
25 know. Do you have any questions for me?

1 CHAIR HIPPIE: Yes, we do.

2 MS. ADAMS: Sure.

3 CHAIR HIPPIE: I have a question.

4 MS. ADAMS: Sure.

5 CHAIR HIPPIE: I have been reading this, and  
6 I did read from what I found on the website.

7 MS. ADAMS: Sure.

8 CHAIR HIPPIE: I was a little confused, is  
9 there a concrete platform poured at this time?

10 MS. ADAMS: At this time, there's not a  
11 concrete platform that's poured. It will be  
12 poured as part of the pool deck. So, if you  
13 look actually at the MCA approval for the pool,  
14 that actually had approval for concrete. It's  
15 part of the zoning ordinance. You can put in  
16 what we spoke with Shelby on, is that you can  
17 actually have concrete, but you can't necessary  
18 put anything above it. And so --

19 CHAIR HIPPIE: Okay.

20 MS. ADAMS: Yes.

21 CHAIR HIPPIE: That makes it more clear,  
22 because I was a little confused because it  
23 sounded like there was already -- at the least  
24 the concrete --

25 MS. ADAMS: Next week.

1 CHAIR HIPPI: -- was able to be put in, and  
2 there was a kitchen which would be able to put  
3 in, and what you are looking for is a variance  
4 for the cover --

5 MS. ADAMS: That's right.

6 CHAIR HIPPI: -- that goes over the top --

7 MS. ADAMS: That's correct.

8 CHAIR HIPPI: -- a concrete platform? Is  
9 that correct?

10 MS. ADAMS: Yeah.

11 CHAIR HIPPI: When you say the Spirit of  
12 St. Louis has supported you, they're just not  
13 opposed to you; is that correct?

14 MS. ADAMS: They actually -- and, Alyssa,  
15 I believe you have that also in the file? They  
16 actually wrote in support of -- so, it's not  
17 that they're not in opposition, that they  
18 understand what we're doing; they're completely  
19 in support of it; and they had no concerns.

20 CHAIR HIPPI: Okay. So, you could put the  
21 platform in and you could put the kitchen in,  
22 but you can't put the cover over the top of it;  
23 is that correct?

24 MS. ADAMS: So, it's right where we --

25 CHAIR HIPPI: So the cover --

1 MS. ADAMS: -- put the barbecue, yeah.

2 CHAIR HIPPI: Okay. Now, I was trying to  
3 image in my thoughts that you wanted to build,  
4 you know, construct your foot covering on this  
5 concrete platform at the 170 point mark; is  
6 that correct? Do I have that --

7 MS. ADAMS: Correct. So, the way that the  
8 parcel is set up, and I'm still unsure of why  
9 we have -- on one part side of the parcel, it's  
10 65 foot in variance between our house -- well,  
11 between that house and our next door neighbor.

12 CHAIR HIPPI: Can I interrupt you?

13 MS. ADAMS: Uh-huh.

14 CHAIR HIPPI: Could you put a map up here  
15 on this, so she might be able to reference, so  
16 we can kind of get a visual of what you're  
17 describing?

18 MS. ADAMS: You can come over, actually.

19 CHAIR HIPPI: I know where the land is  
20 located, but the details are --

21 MS. ADAMS: Thank you.

22 CHAIR HIPPI: It may be useful for others.

23 MS. AHNER: So, I don't have -- this image  
24 that I think shows the most up-to-date  
25 construction, or I also had this image, but

1 it's a little bit more dated, so it doesn't  
2 necessary show the home construction yet.

3 CHAIR HIPPI: But we're just talking about  
4 Lot 4 at this time --

5 MS. ADAMS: Yeah, that's correct. All I'm  
6 asking is for Lot 4. So, right there, you will  
7 see there is -- which is kind of hard to see  
8 actually on there, is a slope drops directly  
9 down, and then we have a flat parcel where --  
10 almost where right there you see that arrow,  
11 the arrow closest to myself or to you guys, and  
12 there's going to be concrete right there. Part  
13 of that concrete is where we're asking to be  
14 able to put, and then where I'm referring from  
15 to where you're seeing that arrow all the way  
16 over, past that line, the secondarily line, we  
17 actually own all that as well. And then the  
18 homeowners that own on the other side of it,  
19 actually submitted in their support not only  
20 saying that they supported it but they actually  
21 thought it was going to look really nice.

22 CHAIR HIPPI: Okay. Now, just a little  
23 background, if you would.

24 MS. ADAMS: Sure.

25 CHAIR HIPPI: There was a study done

1 from -- what was it, 2006 (sic), 2022 or '24,  
2 what was the outcome of that study regarding  
3 the why in the world it was 200 feet? If you  
4 can speak to that?

5 MS. ADAMS: There was not -- so --

6 CHAIR HIPPI: Historically.

7 MS. ADAMS: There -- there wasn't any  
8 understanding. But what I do know about this  
9 parcel of land is that at one point, this was  
10 supposed to have a self-cover on it. So,  
11 there's Zoning NU on one side, and Zoning NU on  
12 the other side; and then if you look at it,  
13 from that standpoint, I believe the zoning  
14 setbacks, and I only know this from my past  
15 life, was 200 feet setbacks from the line when  
16 it comes to cell towers. So, I suspect, but  
17 not fact, is it was probably related to the  
18 cell tower that was originally being -- asked  
19 to be put out there.

20 CHAIR HIPPI: Do you have any questions? I  
21 would like to note for the record that the City  
22 Council Liaison, Dan Hurt, is in the gallery  
23 with us.

24 MR. HURT: Thank you, Madam Chair.

25 CHAIR HIPPI: Thank you, sir. Any

1 questions based on this -- so, I guess, you  
2 know, one of the obstacles, we appreciate you  
3 are building here in Chesterfield, and we  
4 certainly applaud that and appreciate that.  
5 Where is the hardship of having a concrete  
6 platform this size that will help us help you?  
7 I mean, demonstrate to us the hardship. Where  
8 is it at?

9 MS. ADAMS: So, the hardship -- in regards  
10 to what's the hardship that we --

11 CHAIR HIPPIE: I mean, you want to use the  
12 property to its greatest extent.

13 MS. ADAMS: That's correct.

14 CHAIR HIPPIE: And be as marketable as  
15 possible. We understand that. And, I mean,  
16 that's what the spirit of this Board of  
17 Adjustment is here to look at all the facts --

18 MS. ADAMS: Absolutely.

19 CHAIR HIPPIE: -- and determine what's in  
20 the best of the -- in spite of the code that  
21 sets forth the details. But one of the things  
22 that we have to determine is if there's a  
23 hardship here --

24 MS. ADAMS: Yep.

25 CHAIR HIPPIE: -- and through no fault of

1 your own, and if you can just kind of drill  
2 into that particular --

3 MS. ADAMS: Absolutely. Thank you for the  
4 question. So, the biggest struggle that we had  
5 is the topography that we're facing there. So,  
6 you'll see that back road there, is retaining  
7 walls. Typically, in this situation, had we  
8 not had those retaining walls in place, we  
9 would have been able to build -- sorry. Build  
10 an area that we could have done what we wanted  
11 to on our property, but because of  
12 the topography, it completely limited that and  
13 then we had to put bioretention basins. So,  
14 where you see at the corner of both of them,  
15 there is a pretty substantial bioretention  
16 basis required on both sides.

17 MR. GRAVILLE: Can I ask --

18 CHAIR HIPPE: Yes.

19 MR. GRAVILLE: -- a question?

20 CHAIR HIPPE: Yes.

21 MR. GRAVILLE: So, where is the pool going  
22 on --

23 MS. ADAMS: The -- the pool is going right  
24 behind the house, so where you see the pool up,  
25 more where you see the main portion of the

1 house, so this part here is actually -- so I'm  
2 sure you guys are probably familiar with the  
3 area just based of the location, half of the  
4 house is actually garage. The other half of it  
5 is actually our house, and the portion in the  
6 top right-hand corner, is almost the entire  
7 thing, is the bioretention basin that was  
8 required by MSD. The same thing is true over  
9 here where the zoning --

10 MR. GRAVILLE: So --

11 MS. ADAMS: Go ahead.

12 MR. GRAVILLE: Let me stop you.

13 MS. ADAMS: Sure.

14 MR. GRAVILLE: So, the pool is in the  
15 backyard?

16 MS. ADAMS: That's correct.

17 MR. GRAVILLE: But this structure is kind  
18 of in the side yard or in the side yard --

19 MS. ADAMS: It's --

20 MR. GRAVILLE: -- because it's in the  
21 setback?

22 MS. ADAMS: It's really -- it's -- yes.

23 MR. GRAVILLE: So, the way I understand it  
24 is your dropoff topography is so significant  
25 that you had to put those retaining walls in to

1 have any usable backyard?

2 MS. ADAMS: That's correct.

3 MR. GRAVILLE: Okay. And is it to the  
4 side yard a little bit flatter?

5 MS. ADAMS: The side yard is -- so, yes,  
6 it is flatter, and because of the retaining  
7 walls, the way we put them in, they were  
8 actually a requirement of the City for us to be  
9 able to build a house in the first place. So,  
10 it took up a significant amount of our personal  
11 land already.

12 MR. GRAVILLE: Right, but if you didn't  
13 have the retaining walls, it wouldn't be flat  
14 enough to put in a pool, right?

15 MS. ADAMS: That's -- that's correct. But  
16 we couldn't move them back further. We weren't  
17 allowed to move them further back.

18 MR. GRAVILLE: Okay, understood. But  
19 hardship-wise, there is significant  
20 topography --

21 MS. ADAMS: That's correct.

22 MR. GRAVILLE: -- issues. That does it  
23 limit the location of where you can put things  
24 on the property because of the topography?

25 MS. ADAMS: That is correct as well.

1 MR. GRAVILLE: Okay, not what the City  
2 required to do --

3 MS. ADAMS: Right.

4 MS. BLESENER: -- just the natural stuff  
5 --

6 MS. ADAMS: That's correct.

7 MR. GRAVILLE: Okay, I just wanted to  
8 clarify.

9 MS. ADAMS: Thank you. Thanks for helping  
10 me get there.

11 CHAIR HIPPI: So, I'm imaging the pool kind  
12 of where it says 200 distance, and the arrow  
13 shoots off to the right and then kind --

14 MS. ADAMS: That's correct.

15 CHAIR HIPPI: -- in that spot, in the  
16 shadowy spot is where the pool goes?

17 MS. ADAMS: That's correct. And part of  
18 that is also where we're putting that concrete  
19 in that location.

20 MR. GRAVILLE: And the pool is -- is the  
21 pool behind the building line behind the back  
22 of the house.

23 MS. ADAMS: It is within the setback  
24 lines.

25 MR. GRAVILLE: What I mean by is, the pool

1 is not on the side of the property. It's  
2 behind the property --

3 MS. ADAMS: That's correct, yep.

4 CHAIR HIPPIE: Not the issue of the setback?

5 MS. ADAMS: The outdoor kitchen will be a  
6 portion of behind the house, and then a portion  
7 that will be slightly visible; but, again, you  
8 won't --

9 MR. GRAVILLE: So, the outdoor kitchen, is  
10 that behind the house as well, just a little --

11 MS. ADAMS: A corner, that's correct.

12 MR. GRAVILLE: Because you don't have that  
13 room in the back?

14 MS. ADAMS: That's correct. And it's also  
15 worth noting the drop from the top of the house  
16 all the way down is also pretty significant as  
17 well, so you will not see -- not only are the  
18 berms that you see a portion of it currently  
19 right now, but the berms will cover and there  
20 will be no visible -- I mean, very minimal, if  
21 any, visibility to even the top of it.

22 MR. BLOCK: I'm just a little confused why  
23 it is necessary to have an actual roof over,  
24 you know, the concrete slab? Because, I mean,  
25 to me it seems like, you know, more of a luxury

1 or a preference versus, you know, like a  
2 really -- like a hardship; because, I mean, in  
3 the summertime, we barely get any rain; and  
4 when it rains outside and I'm barbecuing, I  
5 just have to deal with it, you know.

6 MS. ADAMS: So, that's fair during the  
7 summertime. However, we have a son that has  
8 special medical needs that requires certain  
9 additional diets and ways of cooking, and part  
10 of those cooking requirements require my  
11 husband to go out 24/7 -- well, not 24/7, year  
12 round to be able to serve and cook certain  
13 aspects of it. So, when we look at it, how  
14 would we actually enjoy a parcel of land? I  
15 think that really ties into it as well.

16 MR. BLOCK: Okay.

17 CHAIR HIPPI: Would the City like  
18 to respond to any of the issues brought forth  
19 by the petitioner?

20 MS. AHNER: Unless you would like  
21 something clarified --

22 CHAIR HIPPI: No? Would anyone like --  
23 would any of the members present here have any  
24 positions for or against this particular  
25 request for a variance? Are you the only one

1 here, ma'am, representing yourself? I just  
2 want to make sure --

3 MS. ADAMS: You're stuck with me, sorry.

4 CHAIR HIPPI: -- everyone in the audience  
5 to make sure we're all --

6 MR. GRAVILLE: Yeah, the only thing I want  
7 to clarify for Board of Adjustment, it's  
8 unfortunate about your son's condition, but the  
9 personal -- it's something unique to the lot,  
10 right? That is the hardship. This is a pretty  
11 unique lot. The roof structure, probably most  
12 backyards can be built. It's almost like your  
13 lot was turned sideways because of the dropoff.

14 MS. ADAMS: That's correct.

15 MR. GRAVILLE: I think that's what you're  
16 considering, but I want to make sure since  
17 we're on the record here, that the person --  
18 personal aspect of it does not create the  
19 hardship.

20 MS. ADAMS: Thank you.

21 CHAIR HIPPI: We certainly want the land  
22 used to its greater capacity, and we appreciate  
23 your investment that you've made in the  
24 property and continue to make in the property.  
25 I have one question regarding the other lots.

1 MS. ADAMS: Sure.

2 CHAIR HIPPI: Are they going to need this  
3 similar --

4 MS. ADAMS: No. We took the hardest one.  
5 They actually -- they will be coming forward in  
6 the future months on just overall MCA; but the  
7 way we have it all designed, they should not  
8 need this.

9 CHAIR HIPPI: Okay. Okay, city, any  
10 other response from you? Okay. Deliberation  
11 of the Board. Mr. Hurt, you're new and this is  
12 in your ward, is that correct?

13 MR. HURT: Wild Horse Bluffs is in Ward 4.  
14 I'm in Ward 3.

15 CHAIR HIPPI: Okay, do you have --

16 MR. HURT: Mr. Brendan Block is there.

17 CHAIR HIPPI: Okay. But just sitting over  
18 here as the city liaison, do you have any  
19 comments or any concerns?

20 MR. HURT: Well, I think you guys are  
21 evaluating it appropriately. I think the  
22 questions and the comments are all appropriate,  
23 so I think you've taken -- trying to figure out  
24 the best way to do this. Just as a point of  
25 reflection, historically, when the city first

1 started, it was an appointed counsel, and they  
2 had an appointed board for the Board of  
3 Adjustment. Turned out that was the first  
4 thing I served on before I was elected, so I  
5 know what you're dealing with it, and I wish  
6 you the best of luck in making a decision  
7 because it's like a court here.

8 CHAIR HIPPI: Yes, it's difficult. You  
9 presented a very good case. I am personally  
10 stuck on the hardship matter a bit, but I think  
11 I understand this land needs to be used,  
12 and the topography is a difficult situation for  
13 you to fully utilize this. 200 feet is a long  
14 distance for a setback.

15 MR. HURT: Madam Chair?

16 CHAIR HIPPI: Yes, sir.

17 MR. HURT: The representative from this  
18 ward is in the audience, though.

19 CHAIR HIPPI: Is that right?

20 MR. HURT: Ward 4. Merrell Hansen is in  
21 the back.

22 CHAIR HIPPI: Merrell Hansen --

23 MR. HURT: And Mr. Budoor, too.

24 CHAIR HIPPI: Okay.

25 MR. HURT: If you want to ask if they have

1 any comments on --

2 CHAIR HIPPI: I would like you both to step  
3 forward to the dais, please, and thank you so  
4 much.

5 MS. ADAMS: Thank you.

6 CHAIR HIPPI: Wait here. You may have  
7 comments based on their comments.

8 MR. GRAVILLE: If you comment, though, you  
9 will have to be sworn in.

10 CHAIR HIPPI: Yes, please. If you would  
11 like to comment.

12 MR. GRAVILLE: If you want to comment, you  
13 need to be sworn in.

14 CHAIR HIPPI: We like your presence noted.  
15 That's always positive. Come on in. Come on  
16 up, yes, ma'am, come up on.

17 MS. HANSEN: So, I'm Merrill Hansen and  
18 this is Gary Budoor. We may not have all of  
19 the information being --

20 CHAIR HIPPI: Okay. Stop right there.  
21 Just come and introduce yourself. Let's begin  
22 in and say what you have to say.

23 (Merrill Hansen and Gary Budoor sworn.)

24 MS. HANSEN: So, I would say, I don't  
25 doubt that there are facts about this case that

1 I'm not aware. Having listened to our resident  
2 speak, like I think Mr. -- or Council Member  
3 Hurt is saying, I'm -- what she's saying makes  
4 sense. I consider -- and I think you had, and  
5 Mr. Block has some really good questions about  
6 this. I would have no problem with this from  
7 all of the knowledge I have so far and support  
8 her request.

9 CHAIR HIPPI: Okay, thank you, ma'am. All  
10 right, sir. If you'll step forward to the  
11 podium. Yes, sir, our elected officials made  
12 it here this evening. Let's get you on the  
13 record.

14 MR. BUDOOR: Gary Budoor, council member  
15 of Ward 4.

16 CHAIR HIPPI: Okay.

17 MR. BUDOOR: I definitely echo Merrill  
18 Hansen's comments, and we appreciate all your  
19 work, and thanks for coming and speaking about  
20 this.

21 CHAIR HIPPI: Okay. Thank you very much,  
22 sir. Any questions based on our  
23 representatives here? Okay, thank you. Thank  
24 you very much. All right, having further -- no  
25 further consideration, no questions. I request

1 that we take the vote. Please call the roll.

2 MS. BLESENER: Katherine Hipp?

3 CHAIR HIPPI: I vote yes to allow the  
4 variance to be permitted.

5 MS. BLESENER: Brendan Block?

6 MR. BLOCK: I vote yes.

7 MS. BLESENER: Jeannie Rader?

8 MS. RADER: Yes.

9 MR. KLITZING: Barb Whitman?

10 DR. WHITMAN: Yes.

11 CHAIR HIPPI: Thank you, the request for  
12 the variance is approved. Thank you very much.  
13 Thank you for the council members coming this  
14 evening, and we will move on to our second --  
15 our second issue on the agenda today, which is  
16 BA012025, Terraces at Woods Mill, Lot 19, a  
17 request for a variance from section 4(E)(3) of  
18 ordinance 822 in order to construct a sunroom.

19 (Court reporter clarification.)

20 MS. AHNER: My name is Alyssa Ahner. I'm  
21 a senior planner with the City of Chesterfield.  
22 Next on the agenda, we have BA012025 Terraces  
23 at Wood Mill, Lot 19, and it's a request for  
24 variance from Section 4(E)(3) of ordinance 822  
25 in order to construct a sunroom. Up on the

1 screen, I have a general location of the site  
2 indicated by a red star. And, then, again, to  
3 zoom in a little bit more and give you more  
4 perspective, I have the subject site there in  
5 red. This is just off of Woods Mill Cove  
6 Drive. Jack and Pamela Heaton, the applicants  
7 and owners of 312 Woods Mill Terrace Lane are  
8 requesting a variance from Section 4(B)(3) of  
9 ordinance 822 in order to construct a sunroom  
10 at their attached townhome residence.  
11 Ordinance 822 covering ordinances for terraces  
12 at Woods Mill Subdivision state that there's a  
13 20-foot setback from the north and west  
14 property lines of planned environment unit; but  
15 that Planning Commission may allow outside  
16 decks within these setbacks as approved on the  
17 site development plan.

18 The existing residence which was  
19 constructed in 1993, has a deck that currently  
20 encroached into the 20-foot setback. In  
21 January of 2025, property owners submitted a  
22 site development plan in order to replace a  
23 portion of the existing deck with the sunroom.  
24 However, per ordinance 822, the only structure  
25 that is permitted within the setback with

1 Planning Commission approval is an outside  
2 deck.

3 Staff informed the property owners that a  
4 variance would need to be sought and approved  
5 in order to permit the sunroom. Figure two  
6 depicts the portion of the survey with the  
7 existing deck outlined in red. Figure three  
8 depicts the site development plan with the  
9 proposed sunroom in question. The existing  
10 deck is 12 feet, 7 inches from the property  
11 line, and the proposed sunroom is 10 feet,  
12 7 inches from the property line.

13 The applicant is ultimately seeking a  
14 variance to allow a sunroom within the setback  
15 rather than an outside deck. Should the Board  
16 of Adjustment approve the request, the  
17 applicant then would proceed to the second  
18 portion of the process, which would be taking  
19 the site development plan before the Planning  
20 Commission for a final approval of additional  
21 encroachment into the setback.

22 Chapter 89 of the Missouri Revised  
23 Statutes states in passing upon appeals where  
24 there are practical difficulties or unnecessary  
25 hardship in the way of carrying out the strict

1 letter of such ordinance, to verify or modify  
2 the application of any of the regulations or  
3 provisions of such ordinance relating to the  
4 construction, alteration of buildings or  
5 structures for the use of land, so that this  
6 spirit of ordinance shall be observed, public  
7 safety and welfare secured and substantial  
8 justice done. In reviewing the statement of  
9 practical difficulty, several factors are to be  
10 considered by the Board.

11 One, how substantial the variance is in  
12 relation to the requirement. Two, if the  
13 variance is allowed -- I'm sorry, the effect if  
14 the variance is allowed on the available  
15 governmental facilities. Three, whether a  
16 substantial change will be produced in the  
17 character of the neighborhood or substantial  
18 detriment to enjoying properties or neighbors.  
19 Four, whether the difficulty can be obviated by  
20 some feasible method other than the variance.

21 Five, whether the interest of justice will  
22 be served by allowing the variance. The  
23 decision by the Board granting the variance  
24 that permits the erection of a structure shall  
25 be valid for a period of sixth months, unless

1 the building permit for such erection is  
2 obtained within this period and the erection is  
3 started and proceeds to completion in  
4 accordance with the terms of the decision.

5 That concludes my presentation. I can, of  
6 course, answer any question, and I do again  
7 have petitioner here that is here to speak as  
8 well.

9 CHAIR HIPPI: Okay, any questions based on  
10 the presentation? We'll like to hear from the  
11 petitioner please, and have questions for you  
12 perhaps afterwards. Thank you. Would the  
13 petitioner please come forth? And, sir, if you  
14 could please raise your hand and be sworn.

15 (Jack Heaton sworn.)

16 CHAIR HIPPI: Now, Mr. Heaton, if you just  
17 please state your position for all of us. We  
18 kind of got an understanding. If there's any  
19 reference that in the city and the photos or  
20 anything you wish to refer to, please just let  
21 us. Go ahead, sir.

22 MR. HEATON: Okay, I'll try. I'm Jack  
23 Heaton. I live with my wife, Pam Heaton, for  
24 56 years. We moved to Chesterfield from Ohio  
25 in 1978. Made a couple trips away and made it

1 back five years yesterday. So, we're five  
2 years new. We took a look at this condominium,  
3 not condominium. PUD, I guess it's called, a  
4 little over five years ago and decided to buy  
5 it after I looked at very carefully in our  
6 adventures and so forth to make sure that we  
7 could build a sunroom out the back. Since we  
8 had one that we built in Whitmoor prior to this  
9 that we enjoyed and spent most of our time  
10 there. So, I guess the problem would be if we  
11 can't, 56 years is a long time, but we'll leave  
12 that alone for now.

13 The setback, as Alyssa clearly told, is  
14 20 feet. You all know that, of course. And  
15 it's currently 12.7 feet into that, so it's  
16 about 7.3 feet or so already into the setback,  
17 the deck. The deck is old, and it's probably  
18 going to need to be rebuilt, at least some of  
19 the columns and so forth. And when we had the  
20 same problem at Whitmoor, where the posts were  
21 rotten and so forth and needed to come out.  
22 So, they had to come out anyway; we're going to  
23 have to build the thing over again, et cetera,  
24 so why not build the sunroom so we can use it  
25 year round. In the winter, it gets kind of

1 cold again. And in the summer, it gets very  
2 hot. So, that's the purpose of why we're  
3 trying to do this.

4 What we learned by building this sunroom  
5 in Whitmoor, was the size of it was not quite  
6 as big as we should have made it. We used it  
7 for partying and the normal things that we do.  
8 And it was good for two of us, but not good for  
9 the rest of the family, the kids and so forth.  
10 So, we said let's go up to the easement. The  
11 easement is 10 feet off. If we can go up to  
12 the easement, it gives us about 40 square feet  
13 more. We're asking for two feet more space,  
14 and if we got to do it, we might as well do it  
15 with as much as we could get, and that's  
16 basically what we're trying to do. So, we're  
17 asking for about 40 square feet.

18 CHAIR HIPPI: So you want --

19 MR. HEATON: Six by six.

20 CHAIR HIPPI: So, you want to encroach two  
21 feet less than what you're already currently  
22 encroaching; is that correct?

23 MR. HEATON: 2 feet more.

24 CHAIR HIPPI: 2 feet more, okay.

25 MR. HEATON: Yeah.

1 CHAIR HIPPI: Because the deck itself  
2 that -- did you purchase the home with the deck  
3 already there?

4 MR. HEATON: Yeah.

5 CHAIR HIPPI: So, the deck was already  
6 there. It was already encroaching --

7 MR. HEATON: Yeah, it's been there since  
8 '93.

9 CHAIR HIPPI: Now, it comes time to replace  
10 it, instead of replacing it, you'd like to put  
11 a sunroom on that's two feet bigger than the  
12 deck itself right now?

13 MR. HEATON: That's right.

14 CHAIR HIPPI: Okay.

15 MR. HEATON: Two feet.

16 CHAIR HIPPI: Greater.

17 MR. HEATON: And I'm a trustee on our HOA,  
18 and I've now looked at 493 -- we have 88 doors.  
19 There's a deck on 87 of the doors, and I'll  
20 tell you they're all over the line.

21 CHAIR HIPPI: Are there any sunrooms over  
22 the line?

23 MR. HEATON: Oh, there's a bunch of  
24 sunrooms as well. Most of the sunrooms are on  
25 the other side, because it's not backing up to

1 Brooking Park. The other side just backs up to  
2 trees. It would have been a better site --  
3 better size -- better site for us to buy, but  
4 they weren't available when we needed them, so.

5 CHAIR HIPPI: Okay. Mr. Graville?

6 MR. GRAVILLE: I just had a quick point of  
7 clarification for staff. I thought I read that  
8 the deck was okay because it was uncovered to  
9 be in the setback; is that correct?

10 MS. AHNER: Correct, so the ordinance,  
11 it's an older ordinance and it sets up with  
12 language that specifically says that you could  
13 have an outside deck encroach into the setback  
14 as long as you have Planning Commission  
15 approval. It does not say you can have  
16 anything other than an outside deck, so when  
17 staff saw this come in, and the transition  
18 between a sunroom and an outside deck, they  
19 need to ultimately have a variance for a  
20 sunroom versus the language that states outdoor  
21 deck. So, they're seeking --

22 MR. GRAVILLE: So -- so, the deck is  
23 legal, because it has the approval. It can  
24 encroach.

25 CHAIR HIPPI: Okay.

1 MR. GRAVILLE: It is typical with zoning  
2 codes that the deck does change the dynamic. I  
3 know it may seem simple, but when you roof  
4 it -- or not the deck, the roof changes and the  
5 dynamic and becomes part of the structure, and,  
6 you know, the setback is a building setback  
7 line; so, decks generally -- decks or patios  
8 are generally not considered a structure, but  
9 when you're roofing, it's considered a  
10 structure because how you delineate between a  
11 sunroom and a bedroom addition and kitchen.  
12 So, you know, a 20-foot setback line is a  
13 pretty common setback. It's not a huge  
14 setback. I've seen 30 and 40, 20 is pretty  
15 common, but I think -- I just want clarify  
16 that's the distinction. Yes, practically  
17 speaking, you're going two feet additional, but  
18 it's the -- as you pointed out earlier, it's  
19 the roofing of the structure.

20 CHAIR HIPPI: And closer, yeah.

21 MR. GRAVILLE: And closer, that makes a  
22 difference.

23 MR. HEATON: I would like to comment on  
24 that.

25 CHAIR HIPPI: Yes, sir.

1 MR. HEATON: Several of the sunrooms that  
2 we see in our subdivision have sunrooms or  
3 screened in porches with a roof that were built  
4 by the developer. So, they've been doing this  
5 since '93 or before, I'm not sure exactly.

6 MR. GRAVILLE: You definitely got one of  
7 the thinnest backyards.

8 MR. HEATON: Oh, yeah, it is.

9 MR. GRAVILLE: It's pretty thin and it's a  
10 pretty narrow lot, right?

11 MR. HEATON: Oh, yes. It sits with the --  
12 the width of the house is --

13 MR. GRAVILLE: Yeah, I was just trying to  
14 understand what is unique about the shape of  
15 the property itself.

16 MR. HEATON: Okay.

17 MR. GRAVILLE: The land you can't change.  
18 I understand what you want to do, but what is  
19 unique about your property itself? Looks like  
20 some of your neighbors can have sunrooms  
21 because they have a lengthier -- they have more  
22 setback in the backyard. You're pretty much  
23 right up against the setback, right? Your  
24 house is?

25 MR. HEATON: It's over the setback.

1 MR. GRAVILLE: What?

2 MR. HEATON: The house?

3 MR. GRAVILLE: The back of the house is  
4 almost --

5 MR. HEATON: It's about -- yeah, you're  
6 right. It's about 7 feet.

7 MR. GRAVILLE: Yeah, it looks like your  
8 neighbors have way more than seven feet to get  
9 to the setback line.

10 MR. HEATON: If you look at the neighbors,  
11 if you look at --

12 CHAIR HIPP: Stop right there, sir, stop.

13 MR. HEATON: Sorry.

14 CHAIR HIPP: Can you put up that map so  
15 everyone can --

16 MR. HEATON: I think you don't -- you  
17 don't have the map on this one.

18 CHAIR HIPP: Oh, we have something kind  
19 of -- maybe --

20 MR. GRAVILLE: We have an aerial of the  
21 lot line.

22 MR. HEATON: Okay.

23 DR. WHITMAN: I have a question, right.  
24 We're essentially asking for two variances: one  
25 for the sunroom and one for the extra two feet?

1 MS. RADER: Yes, that was my question,  
2 too.

3 MR. GRAVILLE: Well, it is a -- I think  
4 it's one variance. The deck is legal to be in  
5 there. It's not a two-foot variance. It's a  
6 variance for the entire length; is that --

7 DR. WHITMAN: He wants it longer than the  
8 deck is there.

9 MR. GRAVILLE: Well, I understand that.  
10 It's an additional two feet on --

11 MS. AHNER: So, if I could read my last  
12 slide that I have in here. So, the applicant  
13 is seeking a variance to allow a sunroom within  
14 the setback, rather than an outdoor deck. So,  
15 that is where Board of Adjustment comes in.  
16 It's just the difference between the language  
17 sunroom and outside deck. If the Board were to  
18 approve this, they would still have to go to  
19 the Planning Commission, and they would be the  
20 ones that would be reviewing the additional  
21 encroachment. So, I'm not asking the Board of  
22 Adjustment to review the additional  
23 encroachment. It's really just the language  
24 between sunroom and outside deck.

25 CHAIR HIPPE: Okay.

1 MR. GRAVILLE: So could --

2 CHAIR HIPPI: Thank you for that  
3 clarification.

4 MR. GRAVILLE: So I understand Planning  
5 and Zoning could say you can't go all the way  
6 back or you have to --

7 MS. AHNER: Yes, so, I mean, there would  
8 be something at play with Planning  
9 Commission --

10 MR. GRAVILLE: To review how far an  
11 encroachment occurred?

12 MS. AHNER: Yeah, correct. And they can  
13 either put up their surveys here, so the  
14 left-hand side has the survey of the wood deck  
15 that is out there today, and then the  
16 right-hand side, that is a portion of the site  
17 development plan showing where the proposed  
18 sunroom would go. As you can see there, the  
19 sunroom proposed to be built right up to the  
20 10 foot easement line, where as of right now,  
21 it's the deck itself is just short of that  
22 10 foot easement line. And I can also pull up  
23 the image of the site if you prefer that  
24 instead.

25 CHAIR HIPPI: Pardon?

1 MS. AHNER: I can also put up the aerial  
2 of this site if you prefer that instead --

3 CHAIR HIPPIE: Let's put the aerial up for a  
4 moment. Now, that we've looked at that, let's  
5 take a look at the aerial. That does give us a  
6 little -- pardon me, allergies. Mr. Heaton, if  
7 you could answer a question that we have, which  
8 is, as I look at that, the cul-de-sac, you have  
9 a very nice neighborhood there, and that's  
10 Brooking -- that's the willow in the very top,  
11 right? Is that correct?

12 MR. HEATON: I don't know if the willows  
13 are in the front or the back, frankly, but  
14 Brooking --

15 CHAIR HIPPIE: It's north in that --

16 MR. HEATON: -- Park -- yeah.

17 CHAIR HIPPIE: But it's to your north,  
18 right?

19 MR. HEATON: It's to our -- yeah, yes.

20 CHAIR HIPPIE: I like that. Okay. I guess  
21 my question is as I look at all the terrain in  
22 the other homes in the Woods Mill Cove Drive  
23 area, I mean, everyone appears to -- it's hard  
24 to tell whether they all have -- they all  
25 appear to have decks, and, you know, you

1 mentioned sunroofs. Many of them have sunroofs  
2 on a different side --

3 MR. HEATON: There's a few on this side on  
4 the side that I'm on, and on the other side,  
5 there's almost every one of them. No, that's  
6 not true. There's about half of those on the  
7 other side. I would say there's 20 to 30  
8 rooms, sunrooms in some cases, I guess you  
9 don't have it over here, there's two or three  
10 up in the front where they're in the back as  
11 well. But the point I'm trying to make sure  
12 you understand is that the decks on the back  
13 area, you're saying mine is the closest, our  
14 isn't the closest to the end of the setback.

15 There are some that are much further over  
16 by just looking down the line. If I'm clear,  
17 I'm not clear.

18 CHAIR HIPPI: So, how would you -- how  
19 would you classify the hardship that's going  
20 on?

21 MR. HEATON: Well, the hardship --

22 CHAIR HIPPI: The mosquitoes and things --

23 MR. HEATON: Yeah, there's no mosquitoes.  
24 It's hot in the summer -- hotter in the summer,  
25 I guess, and it's cold in the winter, and we

1 like to use it year round. There's not much  
2 place to get out and run, you know, you don't  
3 have a great big area. So, that's a -- that  
4 was something that we planned when we bought  
5 this facility or this house --

6 CHAIR HIPPI: Okay.

7 MR. HEATON: That's it --

8 CHAIR HIPPI: Good, thank you, sir. Any  
9 member of the Board have question for --

10 MS. RADER: What do your neighbors say?  
11 Because the sunroom is going to be enclosed as  
12 opposed to open with a deck.

13 MR. HEATON: I've talked to the neighbors.  
14 It's something I've always done in any kind of  
15 project, whether here or somewhere else, I  
16 talked to the neighbors next door. I talked on  
17 both sides. They said go do it, have fun, et  
18 cetera, et cetera. They had no comments  
19 negative, and you can see in the documents.

20 CHAIR HIPPI: Okay, all right.

21 MR. HEATON: And, of course, I've talked  
22 to our -- the rest of our trustees. Say, look,  
23 this is what we're doing, and do you guys have  
24 any problems? I'm going to stay out of the  
25 vote. You do it. They don't have any problems

1 with it either.

2 CHAIR HIPPI: City? Do you have anything  
3 to state further?

4 MS. AHNER: The only thing I would add is  
5 there is a letter of support from the neighbor  
6 in the package that was provided to you.

7 MR. HEATON: On both neighbors, right? Or  
8 there's an e-mail from one and a letter from  
9 the other one.

10 MS. AHNER: Yes, I have that in the packet  
11 available to the Board of Adjustment.

12 MR. HEATON: Thank you.

13 CHAIR HIPPI: Okay. Mr. Hurt, do you have  
14 any questions or comments? You're way quiet  
15 down there. I just want to make sure we hear  
16 from you when necessary. Are there any further  
17 questions? Well, hardships come in a variety  
18 of degrees. The use of land -- could we flash  
19 back, that's a great point, flashback to the  
20 requirements and see what thoughts we have as  
21 we move into our deliberations on the points.  
22 Hardship is definitely a situation where I  
23 see -- I'm not sure. But the fact that  
24 everyone has done it also gives me a little bit  
25 of, like, you know, we can't hold you back if

1 everybody has done it, and you're a trustee,  
2 and you've got the homeowners' support, you  
3 know, in addition to being a trustee. How long  
4 have you been a trustee, sir?

5 MR. HEATON: Well, it's a little over  
6 three years.

7 CHAIR HIPPI: Okay.

8 MR. HEATON: I'm about through with this  
9 one.

10 CHAIR HIPPI: Okay. No impact on --

11 MR. HEATON: And I respect what you guys  
12 have to do, so.

13 CHAIR HIPPI: Okay.

14 MR. HEATON: I understand completely.

15 DR. WHITMAN: So, Mr. Heaton, I have one  
16 thing to say to you --

17 MR. HEATON: Yes?

18 DR. WHITMAN: I have 59 years with my  
19 spouse.

20 MR. HEATON: Congratulations.

21 CHAIR HIPPI: We're talking about the  
22 interest of justice here --

23 MR. HEATON: I don't know -- I don't know  
24 that's the hardship. I was trying to think  
25 about that. It's not --

1 DR. WHITMAN: Some days it is.

2 MR. HEATON: It's not.

3 CHAIR HIPPI: All right. Barring any -- is  
4 there anyone in the audience here who wishes to  
5 have a comment regarding this particular  
6 request for a variance? Okay, that being in  
7 the negative, Mr. Heaton, you may sit down,  
8 sir.

9 MR. HEATON: Thank you.

10 CHAIR HIPPI: Thank you very much for your  
11 thoughts and the information. The chair -- the  
12 chair will entertain a board (sic) relative to  
13 BA-012025. Is that --

14 DR. WHITMAN: Met approval.

15 CHAIR HIPPI: Is there a motion to --

16 DR. WHITMAN: I made --

17 MR. BLOCK: Second.

18 CHAIR HIPPI: Seconded, okay, so please  
19 call -- please call the vote.

20 MS. BLESENER: Katherine Hipp?

21 CHAIR HIPPI: I vote to approve the  
22 variance request.

23 MS. BLESENER: Brendan Block?

24 MR. BLOCK: I vote to approve.

25 MS. BLESENER: Jeannie Rader?

1 MS. RADER: Yes.

2 MS. BLESENER: Barb Whitman?

3 DR. WHITMAN: Approve.

4 CHAIR HIPPIE: The approval is -- the  
5 request for the variance is approved. Thank  
6 you. I would make a note, a point of order on  
7 the first variance, we did not entertain a  
8 motion and second, so it's a little ad hoc.  
9 All four of us voted for it before the purpose  
10 of the first --

11 MR. GRAVILLE: I think it's okay. I think  
12 there was enough verbiage --

13 CHAIR HIPPIE: We have a quorum on the  
14 matter --

15 MR. GRAVILLE: We can take care of that.  
16 It was -- the intent was to approve --

17 CHAIR HIPPIE: Okay, yes, very good.

18 MR. GRAVILLE: In the positive.

19 CHAIR HIPPIE: Now, we're going to move onto  
20 the third petition on the agenda BA012024.  
21 Before I began that, Mr. Heaton, thank you very  
22 much. You are approved, sir.

23 MR. HEATON: Thank you very much.

24 CHAIR HIPPIE: If you'd like to stay, we  
25 appreciate all your work as a trustee, and

1 you're helping the neighborhood. We wish you  
2 success with your sunroof or sunroom.

3 MR. HEATON: Thank you.

4 CHAIR HIPPI: Okay. So, the third petition  
5 on the agenda is BA-01-2024, Sunny's Spa at  
6 13714 Olive Boulevard, Suite A. Will the staff  
7 please present their exhibits --

8 MR. GRAVILLE: Staff -- staff will not be  
9 doing the presentation on that. I'm going to  
10 provide the background on it.

11 CHAIR HIPPI: Mr. Graville will provide the  
12 background.

13 MR. GRAVILLE: For our purposes, Chris  
14 Graville, City Attorney, I will be sitting up  
15 here with the Board of Adjustment. I'm going  
16 to give our parties a chance to configure.  
17 Jacob, you guys want to go up head and grab a  
18 couple of chairs? And Mr. Kloos, you might  
19 want to grab a couple of chairs over there, if  
20 that's okay, kind of rearrange.

21 So, as they're getting situated, this is a  
22 process under city ordinance 605.250. If you  
23 want just grab a couple of chairs or sit there,  
24 Mr. Kloos, however is fine. A process under  
25 650.070 in which a business license for Sunny's

1 Spa was not renewed based on the beliefs that  
2 the -- the operation of the spa by  
3 605.070(C)(3), 605.070(C)(6). This is an appeal  
4 from an informal hearing and a findings of fact  
5 and conclusions of law rendered by the city  
6 administrator with regards to upholding the  
7 non-renewal of Sunny's Spa's business license.  
8 Since this is Sunny's Spa's appeal,  
9 Mr. Glickfield, can you please announce your  
10 name and -- and -- yeah, that's great. Can you  
11 please announce your name and what your role is  
12 and introduce your client as well?

13 MR. HEATON: Thank you, Chris. My name is  
14 Jacob Glickfield. I'm attorney for Sunny's  
15 Spa. Setting next to me is. Jie Cao, the owner  
16 of Sunny's Spa.

17 MR. GRAVILLE: Okay. Well, give me a  
18 second. Mr. Kloos, can you please announce who  
19 are you and who you have here as any witnesses?

20 MR. KLOOS: Sure, should I go to the  
21 microphone?

22 MR. GRAVILLE: You don't have to go to the  
23 microphone if you don't want to or maybe she's  
24 going to give you a microphone.

25 MR. KLOOS: My name is Ben Kloos,

1 representing the City of Chesterfield, and I  
2 brought Detective John Halliday with me as my  
3 witness from St. Louis County Police  
4 Department.

5 MR. GRAVILLE: Okay. So, this is an  
6 appeal of the record of the City. I would  
7 first ask the Chair to take into evidence as  
8 the record the packet that was provided with  
9 regards to the cover memo, as to why we're here  
10 in the standard, the ordinances, ordinance  
11 section 605.070, 605.250, the Notice of Public  
12 Hearing and Publication in the Countian. The  
13 Findings of Fact and Conclusions of Law entered  
14 into by Mike Geisel, the city administrator on  
15 September 10th, 2024; the appeal, which is here  
16 filed by Mayer Klein; Mr. Glickfield is here on  
17 behalf of their law firm and his client. And I  
18 think that is it.

19 Oh, the original business license  
20 application, the records for the city regarding  
21 the business licenses and the letter as far as  
22 not non-renewal. So, that the City's record  
23 that is under appeal here today. And, Chair,  
24 with that, I don't know if there's any  
25 additional questions since the record has been

1 made part of the record. I believe it's  
2 Mr. Glickfield's appeal, so he shall be the  
3 first one to go. We do have a court reporter  
4 here or -- strike that. An interpreter here so  
5 that we make sure we get it correctly. So slow  
6 us down if we're not following the rules.

7 MR. GLICKFIELD: Thank you.

8 MR. GRAVILLE: But he won't get sworn as  
9 he's the attorney on this.

10 MR. GLICKFIELD: Thank you.

11 CHAIR HIPPE: The speaker will.

12 MR. GLICKFIELD: I'm just going to make a  
13 few opening remarks, then I'll examine my  
14 client with the interpreter for everyone's  
15 benefit. Thank you.

16 DR. WHITMAN: I need for you to be closer  
17 to the microphone.

18 MR. GLICKFIELD: How is this?

19 DR. WHITMAN: Better, thank you.

20 MR. GLICKFIELD: Okay, I would like to  
21 make sure everyone can hear me.

22 OPENING STATEMENT BY MR. GLICKFIELD:

23 MR. GLICKFIELD: So, my name is Jacob  
24 Glickfield. I'm here as attorney for Jie Cao,  
25 and her business, Sunny's Spa. We're here this

1 evening to appeal the denial of a renewal of a  
2 business license for Sunny's Spa. A business  
3 located at 13714 Olive Boulevard in  
4 Chesterfield. There are a lot of dates here,  
5 so please bear with me.

6 Since 2019, Jie Cao has own and operated  
7 Sunny's Spa, a company which provides  
8 traditional Chinese massage. She had worked at  
9 the spa for several months before she purchased  
10 it from its prior owners. During that time,  
11 she did typically employ two to three massage  
12 therapists, brought value to the community, and  
13 for five years, never had any issues of any  
14 kind. She is a hardworking legal immigrant and  
15 naturalized citizen of the United States and  
16 Jie is sitting next to me tonight. In January  
17 of 2024, one of Jie's longtime employees,  
18 Wendy, needed to return to China for family  
19 reasons. To replace her, Jie hired a woman  
20 named Lisa. At the time, a friend of Jie's  
21 named Sasha also worked at the spa.

22 Both of these women are over the age of 70  
23 years. On May 9th --

24 CHAIR HIPPI: They're over 70?

25 MR. GLICKFIELD: Yes, both of these women,

1 both Lisa and Sasha are over the age of 70  
2 years. On May 9th, 2024, the police arrived at  
3 Sunny's Spa and took her and two employees into  
4 custody. Jie voluntarily permitted the police  
5 to inspect her books and gave them her wallet,  
6 all of which was returned to her. Through an  
7 interpreter, Jie was told that there was  
8 prostitution occurring at her spa. Jie was  
9 shocked and denied the allegation, truthfully  
10 telling the police that she does not condone  
11 that sort of thing. Although arrests were made  
12 against Lisa and Sasha, Jie did not actually  
13 witness the arrest.

14 MR. KLOOS: Mr. Glickfield, I'm going to  
15 interrupt you for a second. Seems like you're  
16 testifying. Do we need to swear you in?

17 MR. GLICKFIELD: I'm introducing the story  
18 and at the end, I will ask my client --

19 MR. KLOOS: So, this is what your evidence  
20 will show?

21 MR. GLICKFIELD: Yeah --

22 MR. GRAVILLE: All right.

23 MR. GLICKFIELD: My evidence is going to  
24 show every part of this. I did not realize  
25 that just -- this I did not prepare for, but I

1 did not realize the interpreter would be  
2 interpreting everything that I said. I thought  
3 that I would make a presentation and then  
4 examine my witness, who has no idea of what I'm  
5 saying right now. She has no ability to  
6 understand me without the interpreter.

7       Nevertheless, all of my -- all of this is  
8 going to be shown by my witness. Lisa -- so,  
9 although, the arrests were made against Lisa  
10 and Sasha, Jie did not witness this, but she  
11 did confront them immediately afterwards. Lisa  
12 admitted to having been arrested but denied any  
13 wrongdoing.

14       Nevertheless, Jie took the side of law  
15 enforcement and terminated Lisa that day.  
16 Sasha denied having been arrested and said she  
17 was just taken into the custody the same way  
18 that Jie was, which Jie believed. Jie only  
19 become aware of Sasha's arrest on August 26,  
20 2024, after a hearing before the Chesterfield  
21 City administrator, and Jie fired her that day  
22 despite their long friendship. On that day,  
23 Jie did not yet know the outcome of the city  
24 administrator's decision and fired Sasha  
25 because she does want even a whiff of

1       impropriety in her business.

2               This is an appeal from that hearing. At  
3 that hearing, we were told that no parties had  
4 any access to the police reports and the police  
5 read redacted portions of the police report to  
6 us and the City. We found out there had been  
7 an investigation into the spa, because it was  
8 believed there was human trafficking occurring  
9 there. The police explained that they had seen  
10 the spa close and the employees did not leave  
11 through the front door, and, on that basis,  
12 concluded that the employees must be locked up  
13 inside and forced to spend the night there.  
14 This conclusion led to a warrant and a series  
15 of undercover operations by a special task  
16 force of the St. Louis County Police  
17 Department.

18               About five weeks ago, after months of  
19 informal requests and being told that the City  
20 did possess the police report since they came  
21 from the St. Louis County Police and not even a  
22 Sunshine Request request would help, we were  
23 provided the police reports. The police  
24 reports show no evidence of human trafficking,  
25 but they do indicate that when the elderly

1 massage therapists were asked to perform sexual  
2 services for money by the undercover police,  
3 they did provide those services.

4 The police identified these actions as  
5 evidence of a misdemeanor infraction and  
6 violation of Section 262 of the county code,  
7 which could come with a penalty of \$500 or  
8 sixth months in jail. No evidence of anyone  
9 living in the spa was found. As it turns out,  
10 the reason the employees don't leave from the  
11 front door is because they park in the back.

12 Interestingly, the police report also  
13 stated that not only did both Lisa and Sasha  
14 deny any wrongdoing, but they also stated that  
15 Jie does not tolerate this sort of conduct.  
16 They made clear that Jie wants a legitimate  
17 establishment --

18 MR. GRAVILLE: Mr. Glickfield, that's  
19 hearsay. This is a Board of Adjustment  
20 hearing.

21 MR. GLICKFIELD: It's in the police  
22 report. Should we introduce the police reports  
23 to evidence and have me sit here and find it  
24 where it says that they both told the police  
25 that that's what happened --

1 MR. GRAVILLE: It's an opening statement,  
2 Mr. Glickfield. I'm just asking you to state  
3 what your evidence is showing. You're reading  
4 from a police report. And that's fine that --  
5 if you intend to introduce the police report  
6 into evidence, and I'll let you proceed.

7 MR. GLICKFIELD: I mean -- okay. So,  
8 after the May 9th, 2024, police operation -- is  
9 there -- is there a rule against hearsay in the  
10 municipal code?

11 MR. GRAVILLE: I'm sorry?

12 MR. GLICKFIELD: Is there's a rule against  
13 hearsay in the municipal code?

14 MR. GRAVILLE: We're not under the  
15 municipal code. We're under the Administrator  
16 Procedure Act.

17 CHAIR HIPPI: So, this is a quasi-judicial  
18 board --

19 MR. GLICKFIELD: Yes.

20 CHAIR HIPPI: And I understand you're  
21 making your opening statement. If you could  
22 just summarize a little more briefly, that  
23 would be appreciated, sir.

24 MR. GLICKFIELD: Thank you.

25 CHAIR HIPPI: Thank you.

1 MR. GLICKFIELD: So, Jie made numerous  
2 remedial measures, of which I'll introduce  
3 evidence right here. And before I hand them to  
4 you, I'll just tell you what they are, that --  
5 to ensure nothing like this could ever happen  
6 again. She wrote an English-Chinese agreement,  
7 which employees must sign in order to work for  
8 her. She also puts signs in the massage rooms,  
9 so that no illegal conduct can occur, and they  
10 can refuse service for any reason. She took  
11 the locks off the massage room doors and  
12 requires that they be slightly ajar so no  
13 employee could be comfortable committing  
14 illegal contact therein.

15 When the city administrator denied Jie's  
16 appeal in August, one of the reasons was that  
17 Sasha still worked at the spa. This was  
18 because Jie did not realize that Sasha had been  
19 arrested and appeared to be the only person  
20 that had done anything improper. Jie respects  
21 the police very much, as she will testify very  
22 soon and respects law tremendously as she will  
23 testify very soon. And had she been told all  
24 the details, she would have fired Sasha  
25 immediately as she did with Lisa.

1           We come here to appeal this decision and  
2 ask that Jie's business license be renewed.  
3 She did not do anything wrong herself and had  
4 no idea that other people were doing anything  
5 improper in her employ. She has taken every  
6 remedial action she can think of, and she will  
7 tell you that she will agree to any further  
8 action requested by the city.

9           All of us here are in business of some  
10 sort or another, and we've all had issues with  
11 employees who either done something improper,  
12 gone rogue in some way and that's the nature of  
13 being in business. And it's very difficult to  
14 judge a business over it by the bad conduct of  
15 employees. We are judged by the way we handle  
16 it. Jie has done everything that she can to  
17 move forward. Ten months have passed, and  
18 there's been no further incident.

19           To our knowledge, charges were never filed  
20 against Lisa or Sasha and the investigation  
21 into the spa has ended. Jie simply asks for  
22 the same grace that all of us require in order  
23 to keep going. She's sorry that these things  
24 happened and will do whatever it takes to make  
25 sure it never happens again. Ten months of

1 solid legal results speak to that. I tell you  
2 all this because Jie does not speak English,  
3 and without the interpreter, she would have no  
4 idea what I'm saying, but I want give her the  
5 opportunity to testify to all of the points  
6 I've just made, and before I bring her in, I  
7 just do want to hand you guys the documents  
8 that I brought.

9 MR. GRAVILLE: Mr. Glickfield, could  
10 show -- have you provided Mr. Kloos?

11 MR. GLICKFIELD: I provided them to the  
12 City at our last hearing, so it's in possession  
13 of the City for the entire time.

14 MR. GRAVILLE: Okay. Could you have  
15 Mr. Kloos look at them before you offer these  
16 exhibits.

17 MR. GLICKFIELD: Sure. Here you go  
18 (Indicating).

19 CHAIR HIPPI: Hold on. Wait a minute.  
20 Come over here, sir. First of all, we need to  
21 have these marked and noted for file. So,  
22 could you please give those to the city and  
23 have them marked.

24 (Hearing Exhibit 1 marked.)

25 CHAIR HIPPI: Sir, before we look at them,

1 would you please have your witness sworn and  
2 testify and then tell us what we're looking at  
3 slowly and introduce them as you go along.

4 MR. GRAVILLE: Mr. Kloos, would you mind  
5 putting that microphone and maybe we'll swear  
6 her in and have her testify up there. Does  
7 that work for you?

8 MR. GLICKFIELD: Yeah, that's fine.

9 CHAIR HIPPI: Whatever is more comfortable.  
10 If she would like to remain seated, would the  
11 interpreter --

12 MR. GLICKFIELD: Would you prefer to be  
13 sitting or standing with the witness?

14 THE INTERPRETER: Standing is fine.

15 CHAIR HIPPI: May I say before we began  
16 this process, I just want to -- it's little a  
17 murky in it's more of a city issue here, but  
18 our standard, and maybe it's Mr. Gravois's, our  
19 standard as a Board of Adjustment to determine  
20 whether or not she should be permitted to have  
21 her license, what's the word reinstated?

22 MR. GRAVILLE: To either affirm or  
23 overturn --

24 CHAIR HIPPI: Okay.

25 MR. GRAVILLE: -- the decision of city

1 administrator not to renew the license.

2 CHAIR HIPPE: Okay. And what is our  
3 standard in measuring whether to affirm or not  
4 affirm?

5 MR. GRAVILLE: You all are invested  
6 with -- you all are invested with a wide  
7 latitude of discretion on this, you know, with  
8 regards to the way it is set up is, you all --  
9 what I would say is this is, you all are  
10 reviewing a decision an administrative decision  
11 of the city administrator. So, if you believe  
12 it was arbitrary and capacious, it was done in  
13 error, there was some information that was not  
14 provided, I think Mr. Glickfield has raised an  
15 issue and it's a good point, you can modify the  
16 decision of the city administrator. So, you  
17 could reverse and add conditions, I think  
18 that's what you are getting to, correct,  
19 Mr. Glickfield?

20 MR. GLICKFIELD: Yes, we are --

21 MR. GRAVILLE: So, you can -- you can  
22 affirm the decision; you can reverse the  
23 decision outright; you can modify the decision;  
24 but you looking at that decision based on the  
25 evidence here today, essentially de novo, a

1 new, based on the incident that the nonrenewal  
2 was based on the investigation and the evidence  
3 that was shown at the first administrative  
4 hearing. So, you can reverse, you can affirm,  
5 you can modify that decision. You have a wide  
6 range of latitude with regards to that.

7 (Off-the-microphone discussion.)

8 MR. GRAVILLE: It doesn't. So, it's a  
9 little bit different, so it's not a building  
10 use. We're not looking at a hardship with  
11 regard to the property. Essentially, Chapter  
12 89 of the Revised Statutes can essentially  
13 refer over, and that's what this ordinance  
14 does, it refers over to you all the ability to  
15 hear the appeal of Mike Geisel, the city  
16 administrator's decision and to determine is  
17 this -- was this decision arbitrary; was it  
18 capricious; was it supported by the evidence?  
19 If you guys look in the packet you received as  
20 part of the city record, is that findings of  
21 fact and conclusions of law a decision that  
22 occurred.

23 MR. GLICKFIELD: So, I'm actually  
24 confused, because it is de novo or based upon  
25 error? Because --

1 MR. GRAVILLE: Based on what?

2 MR. GLICKFIELD: Is it a de novo decision  
3 or it is based upon error?

4 MR. GRAVILLE: Based on who?

5 MR. GLICKFIELD: Error.

6 CHAIR HIPPE: Error.

7 MR. GLICKFIELD: Only if they find --

8 MR. GRAVILLE: Error.

9 MR. GLICKFIELD: -- error --

10 MR. GRAVILLE: No, no, no. It is de novo  
11 because the way it works, it is confusing, but  
12 it's the way administrative procedure law works  
13 is, you have an uncontested case, which is what  
14 occurred in front of Mike Geisel. The  
15 reviewing entity, whether it's the court or  
16 whether it's this body, makes a determination  
17 de novo of the facts. So, you all determine,  
18 and then they compare their determination of  
19 the facts to the decision of Mike Geisel, and  
20 then they make a decision whether or not that  
21 decision of the city administrator was  
22 arbitrary and capricious. So, it is de novo,  
23 but then it is a comparison to the decision,  
24 because they don't have the right to render  
25 their own decision, they only have the right to

1 overturn the decision. Does that make sense?

2 MR. GLICKFIELD: Okay.

3 CHAIR HIPPI: Now, I'm confused. We can  
4 overturn or not overturn, but we then also go  
5 in different -- like, that's yes or no, but  
6 there is -- I just --

7 MR. GRAVILLE: You can -- you can modify  
8 the decision as well.

9 CHAIR HIPPI: Okay.

10 MR. GLICKFIELD: And it can be modified --

11 CHAIR HIPPI: And it's more than yes or no,  
12 it's -- it's maybe could we add -- I'm just  
13 hypothetically, haven't heard the facts, just  
14 want to know what my range of options are,  
15 could we, if we were so inclined, I don't want  
16 to jump ahead of myself, but would we have it  
17 within our opportunity of the parameters of our  
18 findings to say we would give her back her  
19 license in a condition of on a probationary  
20 period? For example, I just wonder if that's  
21 an option.

22 MR. GRAVILLE: The problem is, is you do  
23 not have a right to legislate the business  
24 license ordinances. I think within a  
25 reasonable disagree, you can accept the

1 conditions to overturn it; you could, I think,  
2 suggest, but I don't believe that you can add  
3 conditions to the business license, because  
4 part of the thing is this is based on the  
5 conduct that occurred --

6 CHAIR HIPPEL: Right.

7 MR. GRAVILL: Right? And the actions  
8 that occurred then.

9 CHAIR HIPPEL: Right.

10 MR. GRAVILL: So --

11 CHAIR HIPPEL: Okay. I think we can  
12 continue --

13 MR. GRAVILL: Make our way through it.

14 CHAIR HIPPEL: All right, sir, go ahead,  
15 please, sir.

16 MR. GLICKFIELD: Okay, can you please --

17 (Court reporter clarification.)

18 (Jie Cao and Interpreter May Huang sworn.)

19 DIRECT EXAMINATION

20 QUESTIONS BY MR. GLICKFIELD:

21 Q Can you please state and spell your full  
22 name?

23 A (Through the interpreter) My name is Jie  
24 Cao.

25 Q When did you move to the United States?

1           **A     2010, end of June.**

2           Q     When did you come to St. Louis, Missouri?

3           **A     2019.**

4           Q     And you lived here ever since?

5           **A     That is correct.**

6           Q     What's your date of birth?

7           **A     January 6th, 1972.**

8           Q     You're the owner of Sunny's Spa, correct?

9           **A     That is correct.**

10          Q     How many people currently work for you at  
11 the spa?

12          **A     Currently, I only have one employee.**

13          Q     What is the name of that employee?

14          **A     Her name is Wendy.**

15          Q     And how long have you known Wendy?

16          **A     Around five -- about five years since I  
17 opened the Sunny's Spa, she's with me.**

18          Q     And how old is Wendy?

19          **A     Fifty-eight.**

20          Q     Did you have employees named Lisa and  
21 Sasha?

22          **A     Prior, yes.**

23          Q     Did you fire those employees?

24          **A     That is correct.**

25          Q     Do you know where they are right now?

1           **A     I don't have any contact with them.**

2           Q     Do you know how old Lisa is?

3           **A     They both are 70 years old, around.**

4           Q     When did you buy Sunny's Spa?

5           **A     I remember that, I think, it's**  
6 **November 2019.**

7           Q     From whom did you buy it?

8           **A     The prior owner named Tina, I bought from**  
9 **her.**

10          Q     Did you work for Tina before you bought  
11 the spa?

12          **A     Yes, I worked for her.**

13          Q     How much did you pay for the spa?

14          **A     Okay, I remember I bought -- I pay 50,000**  
15 **for the shop. Also, I remodel, update, that was**  
16 **10,000.**

17          Q     So, does that mean your total investment  
18 is \$60,000?

19          **A     That is correct.**

20          Q     Tell me about the work incidents involving  
21 the police in May of 2024 in your own words?

22                 THE INTERPRETER: I'm sorry, interpreter  
23 need clarification for the question, please.

24          Q     (By Mr. Glickfield) Yes, in your own  
25 words, tell me about the incidents involving the

1 police that occurred on May 9th, 2024?

2 THE INTERPRETER: Give me -- I need a  
3 pause for me to translate.

4 A (Through the interpreter) Okay, I remember  
5 last year in May 9th in the afternoon around 2:00  
6 o'clock, somebody come in, asked for Lisa. They --  
7 he asked four times. Back then, I was in the back  
8 taking a break. So, when I heard that he's looking  
9 for Lisa so -- but Lisa is working at that time, so,  
10 I told him Lisa isn't here but he's working -- she's  
11 working. Okay. After that, I told him that Lisa  
12 isn't here, she's working, and he told me he's  
13 police, and they come in -- came in -- a lot of  
14 people came in at the same time.

15 And then they took Lisa and Sasha to  
16 the back of the shop. Then I asked them what  
17 happened? Police said I'm trafficking. I said, no,  
18 I'm not. Okay, I told them, no, we are not, because  
19 Lisa is an American resident, and then Sasha also a  
20 green card holder. That's a permanent resident,  
21 yes. Lisa and I are citizens, but Sasha is  
22 permanent resident, kind of green card. Then after  
23 that, a lot of people come and -- came and searched  
24 the shop. About two hours. Okay, I don't know when  
25 they took Sasha and Lisa. They took both of them

1 away, but after two hours, around two hours, police  
2 took me to the station. Then I asked the police,  
3 why? What had happened? Why they searched my shop?  
4 Because he says somebody report us. Okay. And then  
5 March 12th, also April 25th, somebody report us or  
6 say -- make a claim. Yeah, then I ask why? We  
7 didn't do anything. Why they have to report us?  
8 Okay, then he replied with that was somebody in our  
9 shop touched somebody's private -- private place.  
10 Okay, touched man's private side.

11 I told them that's impossible because  
12 my employee always tell them that in front, that we  
13 are just massage, pure massage. Nothing really  
14 going to do anything. Back then, I was in shock  
15 because when they first hired, I have a signed  
16 agreement there's no sexual service in this spa, in  
17 this -- okay. About -- police and I, we talk about  
18 an hour after that. They send me to the -- back to  
19 the spa, the shop. Then a police told me, they were  
20 going to take me to a jail, but I'm not sure what  
21 was actually -- is -- he took me there is mainly,  
22 because he want me to bring that to employee, out.  
23 That's about what happened that day.

24 Q Did you give the police your books and  
25 records?

1           **A     No, no nothing.**

2           Q     The police didn't ask to see any books and  
3 records from you?

4           **A     No.**

5           Q     So, I'm going to ask you some questions  
6 about the massage therapist who had police issues.  
7 When did you hire Sasha?

8           **A     Okay, Sasha hired 2020, end of September.**

9           Q     When did you hire Lisa?

10          **A     Lisa was hired January 22nd, 2024.**

11          Q     And, to be clear, the incidents that you  
12 are aware of occurred in March and April of 2024; is  
13 that correct?

14          **A     Yeah, back then I don't. Police told me.**

15          Q     Okay. When did you terminate Lisa's  
16 employment with you?

17                 THE INTERPRETER: Need clarification for  
18 the question, please.

19          Q     (By Mr. Glickfield) When did you fire  
20 Lisa?

21          **A     (Through the interpreter) On that day. On  
22 that day. Same day, I fired her.**

23          Q     And that same day is the day that the  
24 police came, right?

25          **A     That's correct. Yeah, that day when I**

1 **picked them up after the -- I fired them.**

2 Q That day is May 9th, 2024, right?

3 **A Yeah, that is correct.**

4 Q Before you fired Lisa, did you hear any  
5 complaints about her?

6 **A No.**

7 Q When did you first become aware that Lisa  
8 might be touching customers' private parts?

9 **A First of all, I have to say that I told  
10 every employee when they first hired, I told them  
11 this is just massage. I also will monitoring (sic)  
12 how -- how they do the massage. Whatever they did,  
13 I noticed May 9th, that day.**

14 Q Okay. Did you -- so before the police  
15 told you that they had reason to believe that Lisa  
16 was touching customers' private parts, you had no  
17 idea; is that correct?

18 **A No, I don't, totally not.**

19 Q When did you terminate Sasha's  
20 employment -- when did you fire Sasha?

21 **A So, back then, the police only came for  
22 Lisa. They didn't -- I fired -- I fired Sasha, was  
23 it from last hearing? That day? August 26.**

24 Q Okay. And is that first time you found  
25 out that Sasha might also be touching customers'

1 private parts?

2 **A Back in May 9th, when police come for**  
3 **Lisa, I -- come for Lisa, I didn't know Sasha was**  
4 **involved. So, August 26, I fired Sasha.**

5 Q Is that the first -- is that the first  
6 date that you found out that Sasha might be doing  
7 this, too?

8 **A That is correct, because prior everybody**  
9 **signed the agreement, this is just for massage only.**

10 Q Okay. Have you spoken to Lisa or Sasha  
11 since you fired them?

12 **A No.**

13 Q Okay. I think that was a no on the  
14 record, right?

15 **A I'm sorry.**

16 Q We got a no on the record on that.  
17 Neither of these women still work for you, do they?

18 **A No.**

19 Q So, now only Wendy works for you, correct?

20 **A That is correct.**

21 Q Have you had any problems or complaints  
22 about Wendy?

23 **A No.**

24 Q Do you want women to offer sexual services  
25 at your spa?

1           **A     I'm sorry, what?**

2           Q     Do you want women to offer sexual services  
3 at the spa?

4           **A     Not anybody wants offer that kind of**  
5 **service.**

6           Q     Do you think prostitution is morally  
7 acceptable?

8           **A     No.**

9           Q     When this was going on, were you aware of  
10 any massage therapist having sexual contact with  
11 customers?

12          **A     I'm sorry, what was --**

13          Q     Prior to May 9th, 2024, were you aware  
14 that any massage therapist were having any sexual  
15 contact with any customers?

16          **A     No.**

17          Q     Do you have locks on the doors to the  
18 massage rooms? Do you have locks on the doors to  
19 the massage rooms?

20          **A     Sorry. Yeah, the massage rooms don't have**  
21 **lock. We always have a way to open the door.**

22          Q     Okay. So, the doors are always slightly  
23 open, correct?

24          **A     Yeah, that is correct.**

25          Q     Okay. So a passerby would see if

1 something inappropriate was happening; is that  
2 accurate?

3 **A Yes. I already said, I supervision their**  
4 **work all the time.**

5 Q Do you respect the laws of Missouri? Do  
6 you respect the laws of Missouri and the United  
7 States?

8 **A Sorry. I respect very.**

9 Q Do you respect the police of St. Louis  
10 county and the City of Chesterfield?

11 **A Yes, very.**

12 Q Have you cooperated with the police up  
13 until now?

14 **A Yes.**

15 Q Prior to these arrests, did you ever have  
16 any other massage therapists who were arrested for  
17 similar reasons?

18 **A No, never.**

19 Q Have you ever had police come into the spa  
20 prior to these incidents?

21 **A No.**

22 Q Since these two women were arrested, do  
23 you have any issues with this sort of behavior?

24 **A No.**

25 Q To your knowledge, has anyone ever slept

1 overnight in the spa?

2 **A No, never. We have our own apartment.**

3 Q What can you do to avoid future similar  
4 incidents?

5 **A For the employment, I did have them -- or**  
6 **I do will have a signed agreement. Yeah, it says on**  
7 **the agreement that we only provide massage, but**  
8 **nothing -- anything is not allowed to do any sex**  
9 **activity. And then I also told them once if this**  
10 **happened -- in case this happened, I will fire them**  
11 **right -- right away. This is to the employee.**  
12 **Okay, so in each room, we have a post on there says**  
13 **we only provide massage. And then if you request**  
14 **more than that that we have the right to refuse to**  
15 **provide service.**

16 Q I'm going to approach so she can  
17 authenticate this document. Is this the paper that  
18 hangs on the wall that you're referring to?

19 **A First one is the post on the room, the**  
20 **service room. Then the second was -- the second is**  
21 **the agreement.**

22 Q And the third is the agreement in Chinese,  
23 correct?

24 **A The third one is translating.**

25 MR. GLICKFIELD: Okay. May I now

1 introduce this as evidence?

2 CHAIR HIPPI: Yes, you may, sir. Thank  
3 you. Any objections to the admission of this  
4 as evidence? Okay. So, we'll -- this is  
5 Exhibit Hearing A-1.

6 MR. GLICKFIELD: Yeah, it was marked by  
7 the court reporter as 1, so it's fine.

8 CHAIR HIPPI: Hearing 1, thank you.  
9 (Exhibit Hearing 1 admitted onto the transcript  
10 record.)

11 MR. GLICKFIELD: I just have a few more  
12 questions.

13 Q (By Mr. Glickfield) How do you feel -- how  
14 do these incidents make you feel?

15 A I feel very embarrassing and sad, because  
16 I already told them this is not supposed -- this is  
17 not allowed to do this kind of thing. I feel very  
18 really sad and embarrassing it happened.

19 Q How do you feel about living in America?

20 A I've been here 15 years. I am an American  
21 citizen. I love the United States. My children --  
22 my daughter is in San Diego Medical School. She  
23 already completed sixth year of medical school. I  
24 like United States. A lot of freedom. Everybody's  
25 kind.

1 Q What will happen to you if the spa closes?

2 What will happen to you if the spa closes?

3 A Sorry. The effect will be a lot. A big  
4 effect, because I'm a single mom.

5 Q Will you be in default on the lease?

6 A My daughter need my support for her  
7 tuition.

8 DR. WHITMAN: I have some Kleenex here.

9 THE WITNESS: (Through interpreter) Thank  
10 you.

11 A And this is my only job. I support my  
12 daughter's tuition. It's a lot. The living cost  
13 over San Diego is also very high. Yeah, I need this  
14 job, because I need to support to my daughter to  
15 complete her education. I hope -- I truly beg for  
16 the city hall will renew my license because I do  
17 need this job, and also my employee need this job,  
18 too. I truly, truly hope that city hall will  
19 consider renew my license -- renew my license  
20 because I do need a job to support and my employee  
21 also needed this job. I'm here to beg your help,  
22 hope I can get my license renewed. Also, I will  
23 guarantee to city hall it never going to happen this  
24 kind of incident in the future of my shop. I also  
25 hope that you -- city hall can also supervision our

1 shop, too. I do really, really need this job to  
2 support my daughter. I'm truly, truly asked for  
3 your help.

4 CHAIR HIPPI: Thank you.

5 MR. GLICKFIELD: I actually have a couple  
6 more questions.

7 CHAIR HIPPI: Okay.

8 Q (By Mr. Glickfield) Do you have a lease  
9 for the spa?

10 A Yes.

11 Q And when does that lease end?

12 A April 2004 (sic), I renew my lease for  
13 another five years.

14 Q In what year did you --

15 A April 2024. I just renewed for another  
16 five years.

17 Q I see. So, that would be a hardship and a  
18 loss to if you have a signed lease that you must pay  
19 but you can't operate a business; is that correct?

20 A Yeah, yeah, it is a hardship for me,  
21 because 2024, April, I just signed five-year lease.  
22 So, if I'm not be able to open my business, every  
23 year so -- I'm sorry, every month, I still have to  
24 pay for the rent. Also, my apartment. I also need  
25 to pay rent for apartment and my daughter's tuition,

1 support of my daughter.

2 So, I really, really very care about  
3 my job. I treasures. So, I do hope that city hall  
4 can renew my license. I really need the license to  
5 open my business.

6 MR. GLICKFIELD: We have nothing more to  
7 add. We also have nothing to hide, so I  
8 encourage any member --

9 CHAIR HIPPI: Do you have any further  
10 documentations that you had marked that you  
11 wanted to --

12 MR. GLICKFIELD: No, they would just be  
13 duplicates.

14 CHAIR HIPPI: Okay.

15 MR. GLICKFIELD: I have many duplicates,  
16 if you would like --

17 CHAIR HIPPI: No, we're --

18 (Court reporter clarification.)

19 MR. GLICKFIELD: I was just saying, I have  
20 many duplicates because I brought duplicates in  
21 case everyone wanted copies, but if only one is  
22 necessary, that's all I have then, and we  
23 encourage any member of the Board of Adjustment  
24 to ask any questions of Ms. Jie that they would  
25 like to.

1 CHAIR HIPPI: Questions from the Board? I  
2 have a question from of the Board. How long  
3 did you operate your business here in  
4 Chesterfield at this location?

5 **THE WITNESS: (Through interpreter) Five**  
6 **years.**

7 CHAIR HIPPI: Five years.

8 **THE WITNESS: (Through interpreter) Five**  
9 **years.**

10 CHAIR HIPPI: All right. And during this  
11 five year period of time, have you maintained  
12 approximately three employees?

13 **THE WITNESS: (Through interpreter) It**  
14 **real depends on the business. Like, right now,**  
15 **the business is not good. I only have one**  
16 **employee. It varies, depends.**

17 CHAIR HIPPI: I guess what I'm getting at  
18 is maybe, Mr. Graville, I'm looking at the fact  
19 that you as the owner of this business had  
20 these -- young ladies or these women as your  
21 employees who were -- appears from the  
22 evidence, I know we're going to get further  
23 into it, but to not be in compliance with the  
24 law and having services rendered that weren't  
25 part of your business operations in an illegal

1 way. How did you not know this was going on?

2 **THE WITNESS: (Through interpreter) Well,**  
3 **we really don't talk a lot or we really don't**  
4 **chat together, because once we go home, we**  
5 **tired. We just want to go to bed. We really**  
6 **not talk about it.**

7 CHAIR HIPPI: But as the owner and the  
8 manager of this business, how can you fail to  
9 notice what your employers (sic) may be doing  
10 in your premises?

11 **THE WITNESS: (Through interpreter) First**  
12 **of all, when they first came, I have them sign**  
13 **agreement it's massage only. No other service**  
14 **or sex-related activity. And they already know**  
15 **this is only for massage.**

16 CHAIR HIPPI: But the signing of the  
17 agreement, whether you fix it up a little bit  
18 or you have it at the beginning, you did not --  
19 you have a responsibility to enforce the laws  
20 of Missouri, and so on, and Chesterfield. I  
21 mean, I see you as a manager failing to be  
22 responsible for your employee's conduct.  
23 Please help me to understand. I know there's a  
24 hardship, but how will you prevent that from  
25 occurring in the future should we allow your --

1 you to have your business license restored?

2 How will you prevent that?

3 **THE WITNESS: (Through interpreter) Okay,**  
4 **so I have them signed agreement. Also, I will**  
5 **add, like, if everything -- or any time, I find**  
6 **out something suspicious, I will report them to**  
7 **the police or to the city hall.**

8 CHAIR HIPPI: And I want to make sure I  
9 understand: the employers that you had --  
10 employees that you had, did they live in the  
11 building where they worked? Did they live  
12 there? Did they stay there?

13 **THE WITNESS: (Through interpreter) No,**  
14 **they don't. They don't live there. We rent**  
15 **our own apartment. We live at apartment. We**  
16 **rent our own.**

17 CHAIR HIPPI: And the apartment you rent is  
18 not co-located where the business is located;  
19 is that correct?

20 **THE WITNESS: (Through interpreter) Yeah,**  
21 **it's two different locations.**

22 CHAIR HIPPI: Okay. Thank you. Any  
23 questions based on my questions?

24 DR. WHITMAN: What does it take to get a  
25 license as a massage therapist in Missouri?

1 What is the training requirements?

2 **THE WITNESS: (Through interpreter) I have**  
3 **to go to school.**

4 DR. WHITMAN: How long?

5 **THE WITNESS: (Through interpreter) 500**  
6 **hours, about half a year. Then I have to get a**  
7 **federal license about two to three months.**

8 DR. WHITMAN: And is there a test or do  
9 you just apply and say I have these 500 hours?

10 **THE WITNESS: (Through interpreter) Yes,**  
11 **there is an exam, all of them are in English.**

12 DR. WHITMAN: My second question is,  
13 you're still working is my understanding, but  
14 is -- the report here says that you were denied  
15 issuance of your license in August of 2024.  
16 How is it you're still working?

17 MR. GRAVILLE: I can answer that. So, the  
18 way the process works with the Board of  
19 Adjustment, we give them due process. They  
20 have an initial informal hearing in front of  
21 the city administrator. If they decide to  
22 apply to the Board of Adjustment, it's stays  
23 the revocation --

24 DR. WHITMAN: Got you.

25 MR. GRAVILLE: -- until their due process

1 in the hearing tonight. Stays the renewal. I  
2 said revocation. It's not a revocation. It's  
3 a nonrenewal.

4 DR. WHITMAN: I believe you asked her the  
5 question of anybody could walk past the rooms  
6 and see that nothing was going on, but I'm  
7 looking at pictures of the rooms and they all  
8 have locked doors. How is it that they can be  
9 monitored then?

10 MR. GLICKFIELD: I believe that's a new  
11 policy, but I'll ask the witness so she'll  
12 understand. When did you remove the locks from  
13 the doors?

14 **THE WITNESS: (Through interpreter) What**  
15 **locks?**

16 MR. GLICKFIELD: Were there ever locks on  
17 the doors to the massage rooms?

18 **THE WITNESS: (Through interpreter) We**  
19 **never have locks on those massage service room.**

20 MR. GLICKFIELD: And when did you  
21 institute the rule that the door had to remain  
22 a little bit open at any time?

23 **THE WITNESS: (Through interpreter) From**  
24 **the very beginning.**

25 DR. WHITMAN: Okay, thank you.

1 CHAIR HIPPI: Mr. Hurt, please? Yes, sir?

2 MR. HURT: I'd like to understand your  
3 timeline a little better. She stated she came  
4 to St. Louis in 2019; is that correct?

5 **THE WITNESS: (Through interpreter) Yeah.**

6 MR. HURT: And she's been operating this  
7 business for five years; is that correct?

8 **THE WITNESS: (Through interpreter) Yes,**  
9 **that's correct.**

10 MR. HURT: And she signed her most recent  
11 lease in 2024; is that correct?

12 **THE WITNESS: (Through interpreter) Yes,**  
13 **2024 April.**

14 MR. HURT: So, how long was her first  
15 lease for?

16 **THE WITNESS: (Through interpreter) Five**  
17 **years, that was back in 2019.**

18 MR. HURT: Okay. Was she operating the  
19 ring business in 2020 all yearlong?

20 **THE WITNESS: (Through interpreter) That**  
21 **is correct.**

22 MR. HURT: She also stated that her  
23 daughter has been in med school, she's in her  
24 sixth year; is that correct?

25 (Court reporter clarification.)

1           **THE WITNESS: (Through interpreter) Yes.**

2           MR. HURT: Okay. So, it leads up to the  
3 one question I have is, in 2020, that was the  
4 year that we are dealing with Covid 19 and  
5 touching and everything else was not got going  
6 on then and I thought that operations like were  
7 not even operational. She was operating in  
8 2020 even with Covid-19?

9           **THE WITNESS: (Through interpreter) Okay,**  
10 **March 15, we close the shop. And then**  
11 **June 1st, we reopened.**

12          CHAIR HIPP: Of what year please?

13          **THE WITNESS: (Through interpreter) 2020.**

14          MR. HURT: She was allowed to reopen in  
15 June? What month again?

16          **THE WITNESS: (Through interpreter) 2020,**  
17 **June 1st, I think. Yeah. Okay. Yes.**

18          MR. HURT: Okay, well, that's hard for me  
19 to understand. I run a manufacturing  
20 operation, and my understanding that those --  
21 those tenures run longer, but I may be wrong.  
22 I just wanted to understand because she's  
23 expressing a hardship, so I was always curious  
24 how you would run a business during that time  
25 when everybody was going through that hardship.

1 Was she getting any kind of financial relief at  
2 that time?

3 **THE WITNESS: (Through interpreter) So,**  
4 **we're talking about the period of time March 15**  
5 **to June 6, am I correct?**

6 MS. HEBERLE: I don't know; I'm asking  
7 you.

8 **THE WITNESS: (Through interpreter) I**  
9 **always work since I got into United States. I**  
10 **always work for something, and then I save**  
11 **money. I have money saved on the side for**  
12 **emergency use.**

13 MR. HURT: How many employees did she have  
14 in 2020?

15 **THE WITNESS: (Through interpreter) One,**  
16 **just one.**

17 MR. HURT: So, you're operation in 2020  
18 with one employee, no financial hardship, and,  
19 now, you're dealing with that now?

20 **THE WITNESS: (Through interpreter) Okay,**  
21 **could you repeat your question?**

22 MR. HURT: You're operating in 2020 with  
23 one employee, apparently, able to sustain  
24 yourself financially with no hardship at that  
25 time, at least of some level, and you're

1 dealing with that now same level, correct?

2 **THE WITNESS: (Through interpreter) Okay,**  
3 **back in Covid, because of the business slowed**  
4 **down, so we had only one employee and then**  
5 **gradually after Covid, and gradually the**  
6 **business is getting a little bit better until**  
7 **now because of the economy is not good, so it**  
8 **went down again to only having one employee.**

9 MR. HURT: Okay. That is all the  
10 questions I had. I just wanted to understand  
11 how she got through that time, and how she's  
12 dealing with it now.

13 **THE WITNESS: (Through interpreter) Yeah,**  
14 **back then, I do use a lot of my savings.**

15 CHAIR HIPPE: All right, thank you.

16 MR. GLICKFIELD: I don't know how we  
17 introduce this, but as a point of fact, and I  
18 can send you the article, these places were  
19 allowed to be opened during Covid just like a  
20 barbershop was. They had certain requirements,  
21 but there was no restriction on them  
22 technically ever at all. Because it appears to  
23 be she's testifying then for a period of time  
24 she voluntarily closed, but, you know, just  
25 like you were to able get your hair cut after a

1 couple of weeks, et cetera; and I'm reading  
2 this from fox2now.com, "St. Louis area personal  
3 services business protocols for reopening."  
4 So, it appears to be that she -- there will be  
5 no be legal issue for her reopening and so she  
6 did.

7 CHAIR HIPPI: I'm going -- can I -- like in  
8 the interest of 8:15, and we have more  
9 information, I want to have the prosecuting  
10 attorney, Mr. Kloos, present his evidence.

11 MR. GRAVILLE: Or he's got a right to  
12 Cross --

13 CHAIR HIPPI: You've got a right to  
14 Cross --

15 MR. GRAVILLE: If he's got any questions.

16 CHAIR HIPPI: Well, apart from Cross, here  
17 we go, we're in the criminal area but we're  
18 not; we're quasi-judicial, so, yes; but we will  
19 come back to any other questions because the  
20 Board has a few more but I'd like Mr. Kloos  
21 to --

22 MR. KLOOS: Thank you, Madam Chair.  
23 Should I take that microphone; is that  
24 necessary?

25 (Off-the-record discussion.)

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

CROSS-EXAMINATION

QUESTIONS BY MR. KLOOS:

Q Good evening, Ms. Cao.

**A (Through the Interpreter) Good evening.**

Q So, back when the police came to Sunny's Spa in May -- on May 9th of 2024, did you have two employees Lisa and Sasha?

**A That is correct.**

Q Were those your only two employees?

**A That is correct.**

Q And we know they were arrested on that date for prostitution?

**A Yeah, I know by that date, May 9th. I learned by that date, May 9.**

Q Okay. That they were arrested for prostitution?

**A I don't know why they got arrest (sic). The police told me. I didn't know that they did something or prostitution. The police told me.**

Q Okay. So, you were made aware by the police that your only two employees were arrested for prostitution?

**A Yes, that is correct.**

Q And --

MR. GLICKFIELD: I'm going to object to

1 form. I'm sorry, because I think you have to  
2 ask her separately. Like, when did you find  
3 out this one, when did you find out that one.  
4 I think that's we --

5 MR. KLOOS: I'm sure that's why we're  
6 confused. I don't even understand your  
7 objection but that's up to them.

8 MR. GLICKFIELD: It's a compound  
9 question --

10 CHAIR HIPPI: Can I --

11 MR. GLICKFIELD: -- asking multiple things  
12 in one question.

13 CHAIR HIPPI: Hold on.

14 MR. GRAVILLE: Well, hold on, first off,  
15 it was already answered, so the objection is  
16 late.

17 CHAIR HIPPI: Right, but we want to hear  
18 what's relevant to the investigation that you  
19 conducted, which is relevant to how she  
20 conducted her business. Covid is kind of a  
21 side issue, in my opinion, because it's not  
22 really relevant to the business operations that  
23 were being conducted in May 2024. As I see it,  
24 I could be wrong. I mean, the form of the  
25 question is very important, but we are a

1 quasi-judicial board, so we want a question  
2 asked in any format that is logical and  
3 reasonable and uncomplicated. Please continue.  
4 So ask -- Mr. Kloos, ask your question again,  
5 she will answer it.

6 MR. GRAVILLE: I think it's -- can we just  
7 move on?

8 MR. KLOOS: We're going to move on. I  
9 think she answered.

10 THE INTERPRETER: But I have to translate  
11 what she just said.

12 CHAIR HIPPE: Okay, go ahead.

13 THE INTERPRETER: But I have to tell you  
14 that it really -- I learned from the police.  
15 Police told me they have -- they're doing the  
16 prostitution.

17 Q (By Mr. Kloos) Thank you. So, at that  
18 time, you testified earlier that no one was living  
19 at the spa, correct?

20 A **Never. Never had anybody live in there.**

21 Q In fact, both Lisa and Sasha lived with  
22 you at that time with you, did they not?

23 A **That is correct.**

24 Q Did you all three share an apartment?

25 A **That is correct.**

1 Q And they paid you, right?

2 A **Yeah, they paid me.**

3 Q And their only job was working for you at  
4 Sunny's Spa?

5 A **Correct, that is correct.**

6 Q Did you drive together to work?

7 A **Sasha has his -- Sasha has her own car.**

8 Q Okay. Yet, you didn't know they were  
9 performing sex acts for money at your spa, even  
10 though you worked all day together and then lived  
11 together?

12 A **Well, we don't really talk to each other  
13 because once we got home, we have our own room. We  
14 just take shower and then went to bed.**

15 Q Okay. You testified earlier about, we'll  
16 call it remedial measures that you have taken since  
17 the police came to Sunny's Spa to prevent your  
18 employees from performing sex acts for money at your  
19 spa; is that correct?

20 A **Yes, that is correct.**

21 Q You put up signs, correct?

22 A **Prior to that.**

23 Q Okay.

24 A **Sign was prior to that.**

25 Q Okay. Have them sign codes of conduct

1 that they won't do that, correct? Is that correct?

2 THE INTERPRETER: Please, interpreter need  
3 a clarification.

4 Q (By Mr. Kloos) Have -- have your employees  
5 signed something that they say they won't engage in  
6 that?

7 A That is correct, yes.

8 Q And you owned Sunny's Spa by yourself,  
9 correct?

10 A That is correct.

11 Q You're the boss?

12 A That is correct.

13 Q You make the rules?

14 A That is correct.

15 Q You set the prices?

16 A Yes, I decide prices, but it's according  
17 to the -- the market price.

18 Q You hire and fire employees?

19 A That is correct.

20 Q You advertise for the company?

21 A Only on Google, advertise.

22 Q Advertise on Google? Okay. Is one of the  
23 phone numbers for Sunny's Spa: (314)628-1688?

24 A That is correct.

25 Q Okay. Do you run an escort service out of

1 Sunny's Spa?

2 **A Only in the shop (sic).**

3 Q I'm sorry?

4 **A Only in the shop (sic). No. No escort.**

5 Q Only massage, no escort service?

6 **A No escort.**

7 Q Okay. Then can you tell the Board why  
8 Sunny's Spa advertises on five different escort  
9 sites?

10 MR. GLICKFIELD: Objection, facts not in  
11 the record.

12 (Multiple voices.)

13 CHAIR HIPPE: Hold on, wait a minute, wait  
14 a minute, stop here. Do you -- could you  
15 please give us some -- we want --

16 MR. GRAVILLE: I mean, it's -- the  
17 question is facts not in record, and he asked a  
18 question. You would argue facts not in record  
19 if you were making a closing argument, and they  
20 were not in the record, so.

21 CHAIR HIPPE: Do you have any evidence to  
22 support your question about five different  
23 escort services?

24 MR. KLOOS: I do, Madam Chair. I was  
25 going to put that in through my witness. I

1 just figured I would --

2 CHAIR HIPPI: Okay. We'll allow the  
3 question then. Please answer the question.

4 **A (Through the interpreter) I didn't do any**  
5 **other five places.**

6 Q (By Mr. Kloos) So, you don't advertise on  
7 Skip the Games? A website called Skip the Games  
8 Escort Service?

9 **A Skip --**

10 Q The Games?

11 **A The Games. There are businessmen doing**  
12 **advertising for us through Google. I need to**  
13 **clarify the -- a friend introduced a guy that doing**  
14 **advertising for me, for us, for me.**

15 Q Okay. So, you have a friend or an  
16 employee that does the advertising for you?

17 **A My friend introduce a guy doing the**  
18 **advertising business. He introduce -- or she**  
19 **introduced the person to my shop and help me doing**  
20 **the advertising.**

21 Q Okay. So, you hired someone to do the  
22 advertising for you?

23 **A That is correct, but all I know is mostly**  
24 **are from Google.**

25 Q Okay.

1 CHAIR HIPPI: May I ask -- I'm sorry to  
2 interrupt you. Have you reviewed these  
3 particular websites that your friend or  
4 employer --

5 THE WITNESS: (Through interpreter) No,  
6 never.

7 Q (By Mr. Kloos) Okay. How about  
8 callescort.org?

9 A How do you spell that, please?

10 Q C-a-l-l-e-s-c-o-r-t.org?

11 A I'm not familiar, no.

12 Q How about bodyrubs.com?

13 A I don't know. I'm not familiar with that.  
14 I don't think we have that.

15 Q How about adultlook.com?

16 A Adult Look?

17 Q Adultlook.com?

18 A I don't know. I'm not familiar. I never  
19 heard about it.

20 Q So, it would surprise you to find Sunny's  
21 Spa's phone number and advertisements on escort  
22 websites?

23 A I'm very shocked to know that those  
24 websites have our advertisement. I don't know why  
25 our shop name on there on those websites.

1 Q Okay. But we established that you're the  
2 boss and you control the entire company, right?

3 A According to -- to the person from the  
4 advertising company that he says we only have  
5 advertising -- they only advertise -- do the  
6 advertising on Google. That's all I know.

7 Q Okay. So, you testified earlier you fired  
8 Lisa on May 9, 2024, after the police arrested her,  
9 correct?

10 A That is correct.

11 Q Okay. And that is also the same day that  
12 Sasha was arrested, correct?

13 A I didn't know they got arrest (sic) or  
14 what. Police told me and then took me to the place  
15 to have Sasha -- to pick up Sasha and Lisa.

16 Q But the police told you that Sasha and  
17 Lisa were touching people inappropriately?

18 A No, they didn't. But they came in just  
19 looking for Lisa.

20 Q Okay. Yet, Sasha continued to work there  
21 until August 26th of 2024?

22 A Yeah, August 26th, yes. Still in the  
23 hearing, they told me. Sasha had same issue, so  
24 that day I fired Sasha.

25 Q Okay. Today you say you have one

1 employee, correct? Wendy?

2 **A That is correct.**

3 Q And you testified she's 58 years old?

4 **A 58 year old. Yeah, that is correct.**

5 Q You don't have a 24-year-old woman working  
6 for you?

7 **A Never.**

8 Q Never? Okay. I have no further  
9 questions.

10 CHAIR HIPPI: Just a question based on your  
11 questions. Are those platforms which you --  
12 which some -- I'm not -- I'm confused about the  
13 platforms. You said five adult websites or  
14 platforms for escort services. Are those still  
15 functional websites with her phone number  
16 attached to them? Sunny's Spa phone number  
17 attached to four -- five functional websites?

18 MR. KLOOS: That's correct, ma'am.

19 CHAIR HIPPI: They're still active  
20 websites?

21 MR. GLICKFIELD: This was the basis of my  
22 objection. These are message boards anyone can  
23 post anything --

24 CHAIR HIPPI: Okay. Hold on. The court  
25 reporter is going to have trouble with us.

1 Basis of your objection, go ahead.

2 MR. GLICKFIELD: That these are message  
3 boards. Anyone can post anything they want.  
4 So, this is extremely -- I don't understand  
5 how, without examining what these are, we can  
6 deal with an implication that she's been  
7 advertising on a website, when, to my  
8 knowledge, now, I'm not an expert in these  
9 things, these are message boards where anyone  
10 who wants can make an account and post whatever  
11 they want because it's already an X-rated  
12 website, so there's no limits on what you can  
13 say.

14 CHAIR HIPPE: Okay.

15 MR. KLOOS: Madam Chair, I think I can  
16 maybe clear up some confusion --

17 CHAIR HIPPE: Clarify that? Okay.

18 MR. KLOOS: That it's -- they're not  
19 message boards. They are websites. I will  
20 have the detective come up in my case and  
21 testify to these, where he found them, how he  
22 found them and he can authenticate, and then I  
23 will offer them to the Board --

24 CHAIR HIPPE: Okay.

25 MR. KLOOS: -- as exhibits.

1 CHAIR HIPPI: I thank you for that. Mr. --  
2 yes, sir. Am I saying it -- is it Glickline?  
3 MR. GLICKFIELD: Glickfield.  
4 CHAIR HIPPI: Glickfield.  
5 MR. GLICKFIELD: It's all right. It's all  
6 right. No worries.

7 CHAIR HIPPI: Mr. Glickfield --

8 MR. GRAVILLE: It's already been a couple  
9 hours.

10 MR. GLICKFIELD: Yeah.

11 CHAIR HIPPI: Would you -- would you like  
12 to ask questions of her? Of your client?

13 REDIRECT EXAMINATION

14 QUESTIONS BY MR. GLICKFIELD:

15 Q On May 9th -- on May 9th, 2024, did the  
16 police tell you that they had arrested Lisa?

17 A **He came in, asked for Lisa for four times.**

18 Q Did they tell you on May 9th, 2024, that  
19 Sasha might have done anything wrong?

20 A **No. Sasha didn't work, didn't really work  
21 on that day. Not working on that day. She just sat  
22 in front.**

23 Q Okay. On what day -- do you recall what  
24 day you were first informed that Sasha might have  
25 done something wrong?

1           **A     August 26th.**

2           Q     Okay.  You didn't witness the arrests, did  
3 you?

4           **A     No.  No, I didn't.**

5           Q     Did you fully understand what the police  
6 were telling you and what was going on on May 9th,  
7 2024?

8           **A     Not quite.**

9           Q     Have you ever posted an ad for your spa on  
10 a sexual website?

11          **A     No.**

12          Q     Did you ever ask anyone to post an ad for  
13 your spa on a sexual website?

14          **A     No.**

15          Q     If you could take the information from  
16 your spa down from any and all sexual websites,  
17 would you do so?

18          **A     Not -- no.**

19          Q     Okay.  I think I have no further questions  
20 there.

21                   MR. KLOOS:  No Recross, Madam Chair.

22                   CHAIR HIPPE:  Do we have questions?

23                   DR. WHITMAN:  I have some questions.

24                   You're having a lot of trouble communicating  
25 with us tonight and we have a translator.  How

1 do you communicate with your clients in your  
2 business?

3 **THE WITNESS: (Through interpreter) For**  
4 **simple English, I understand. Like they're**  
5 **going here, what time they make a reservation**  
6 **or if they are a couples of they're just**  
7 **friends. I understand simple English.**

8 DR. WHITMAN: You have your employees sign  
9 a code of conduct and the one that we've seen,  
10 you explicitly say they are not to perform any  
11 sexual acts. Do you have your clients sign a  
12 code of conduct that they cannot request sexual  
13 acts?

14 **THE WITNESS: (Through interpreter) To the**  
15 **client, we only have a post on each room that**  
16 **indicate that we don't provide any sexual**  
17 **activities. We're only have a massage, a pure**  
18 **massage. That's it in each room for client.**

19 DR. WHITMAN: But they don't have to sign  
20 anything that they will not request such?

21 **THE WITNESS: (Through interpreter) No,**  
22 **customer -- the client don't need to sign. No,**  
23 **we didn't ask them to sign. Only the poster on**  
24 **the wall that say we have just a massage, and**  
25 **then any other than the request, we can refuse**

1 to provide.

2 DR. WHITMAN: I noticed that you are  
3 opened from 9:30 a.m. to 9:30 p.m. six days a  
4 week, and do two of you work all those hours  
5 every day?

6 THE INTERPRETER: Who work the hour? I'm  
7 sorry?

8 DR. WHITMAN: Do both of them work from  
9 9:30 to 9:30 everyday?

10 THE WITNESS: (Through interpreter) Not  
11 necessary everybody work from 9:30 -- 9:30 a.m.  
12 to 9:30 p.m., sometimes we only work, like, for  
13 two massage, then that's one day, sometimes.  
14 Sometimes it varies. Sometimes two customers,  
15 two clients, maybe sometimes three clients.

16 DR. WHITMAN: So, what do you do the rest  
17 of those hours?

18 THE WITNESS: (Through interpreter) Okay,  
19 most of the time, we don't have anything to do,  
20 we probably on the phone or take a break and  
21 then if this is not good enough or not busy,  
22 we'll close at 8:00.

23 DR. WHITMAN: Okay, thank you.

24 CHAIR HIPPE: Any questions? Okay. Sir,  
25 we'll let -- did you have -- I'll let you sit

1 for a moment and rest. Thank you. We'll bring  
2 you up. Mr. Kloos, did you have one --

3 MR. GRAVILLE: You have any more witnesses  
4 Mr. -- or any more evidence?

5 MR. GLICKFIELD: I have no more witnesses  
6 and no more evidence.

7 MR. GRAVILLE: Okay, so you rest?

8 MR. GLICKFIELD: I rest.

9 MR. GRAVILLE: Okay.

10 CHAIR HIPPE: Mr. Kloos, thank you.

11 MR. KLOOS: Thank you. The City calls  
12 Detective John Halliday from the St. Louis  
13 County Police Department.

14 (Detective John Halliday sworn.)

15 DIRECT EXAMINATION

16 QUESTIONS BY MR. KLOOS:

17 Q Detective, can you state your name and  
18 spell your last name for the record, please?

19 A My name is John Halliday, that's  
20 H-a-l-l-i-d-a-y.

21 Q And what is your occupation, sir?

22 A I'm a St. Louis County police officer or a  
23 detective.

24 Q And how long have you been employed as a  
25 police officer?

1           **A     I've been a police officer for 22 years.**

2           Q     What's your current assignment?

3           **A     Main detective in the Special**  
4 **Investigation Unit, human trafficking task force.**

5           Q     And how long have you been in that  
6 assignment?

7           **A     Over 11 years.**

8           Q     What was your assignment on or about  
9 February 9th of 2024?

10          **A     We were notified by Judge --**

11          Q     I'm sorry, what your assignment?

12          **A     Oh, my assignment was special**  
13 **investigations.**

14          Q     Okay. And to this date, you're still  
15 assigned to special investigations, correct?

16          **A     Correct, yes.**

17          Q     Okay. What is the Special Investigations  
18 Unit function?

19          **A     Typically, I guess, it's better known as**  
20 **or more people know it as the Vice Unit. We**  
21 **investigate human trafficking, half the unit**  
22 **investigates ICAC, Internet Crimes against Children,**  
23 **child pornography, enticement. We also do other**  
24 **investigations: murder for hires, pawnshops,**  
25 **gambling, just the gambit.**

1 Q Prostitution?

2 A **Correct, prostitution, human trafficking,**  
3 **prostitution.**

4 Q Okay. As part of the Special Task Force  
5 Unit, do you receive any special training concerning  
6 prostitution and sex trafficking?

7 A **Yes, I've been to several trainings out in**  
8 **Las Vegas, Charlie Fuller training, Human**  
9 **Trafficking Device. The International Association**  
10 **of Human Trafficking Investigations or**  
11 **investigators. We have several conferences and**  
12 **trainings. I've been doing many years of that.**

13 Q Okay. Fair to say you're one of the most  
14 senior detectives in the Vice Unit?

15 A **Yes.**

16 Q Okay. Is it common to assist municipal  
17 police departments with human trafficking  
18 investigations?

19 A **Yes.**

20 Q Are you the only unit of your kind in St.  
21 Louis County that's specializes in this?

22 A **Yes.**

23 Q Okay. What are some of the signs of human  
24 trafficking or sex trafficking?

25 A **Are you talking about, like, locations or,**

1     **like, individuals?**

2           Q     Let's kind of get to a more germane point.  
3     Let's talk about sex trafficking as in regards to  
4     businesses.

5           A     Okay. Sex trafficking in businesses, in  
6     this case, this instance, it will include -- you'll  
7     people have that are brought, extremely vulnerable,  
8     one of the human trafficking, that victims are  
9     extremely vulnerable and the traffickers recognize  
10    this. Kind of this situation, you'll people have  
11    from foreign countries, don't know where they are.  
12    Don't know their actual location. Have a language  
13    barrier. They don't understand the economic system,  
14    the cultural system, so there's difficult -- they  
15    are at a disadvantage. And the traffickers will  
16    take advantage of that and put them in certain  
17    situations.

18          Q     Okay. And are there sometimes businesses,  
19    like, massage parlors used as fronts to use sexual  
20    acts and people for sex acts?

21          A     Yes.

22          Q     Typically, do they live with their  
23    employer?

24          A     Typically, yes, and there are some  
25    instances where they will reside at the massage

1 **parlor.**

2 Q And there was some talk about that  
3 earlier. There was no evidence of people living at  
4 the massage parlor, correct?

5 **A No.**

6 Q In fact, there was evidence that M. Cao  
7 and her two employees, Lisa and Sasha, just lived  
8 with her in an apartment?

9 **A Correct.**

10 Q Okay. On or about February 9th, 2024,  
11 were you and your members -- you and members of your  
12 unit contacted by the Chesterfield Police Department  
13 concerning the possibility of sex trafficking  
14 occurring at Sunny's Spa?

15 **A Yeah, there were -- we were contacted by a**  
16 **Detective Chris Munch, Chesterfield Police**  
17 **Department, stated they received several anonymous**  
18 **reports of illicit behavior going on at the massage**  
19 **parlor.**

20 Q And he had said he had gotten some  
21 complaints about that over the last couple of years?

22 **A Correct.**

23 Q Okay. Is Sunny's Spa located at 13714,  
24 Unit A, Olive Boulevard?

25 **A Yes.**

1 Q And is that the City of Chesterfield?

2 A Yes.

3 Q At what point did you and the members of  
4 your unit initiate an investigation regarding  
5 Sunny's Spa?

6 A Almost immediately. On that same day, we  
7 contacted Mr. Munch and discussed what's going on  
8 and that evening we started surveillance on the  
9 massage parlor.

10 Q And surveillance, just set up covertly,  
11 watches who's coming and going from the spa?

12 A Exactly.

13 Q Okay. Did you conduct only surveillance  
14 February 9th or did you conduct additional  
15 surveillance?

16 A Just surveillance on February 9th.

17 Q Okay. Did your unit return on  
18 February 5th and February 22nd to conduct additional  
19 surveillance?

20 A Correct.

21 Q Okay. After conducting your surveillance,  
22 did -- were you able to ascertain a phone number for  
23 Sunny's Spa?

24 A Yes, the (314)628-1618 telephone number.

25 Q Okay. And did you get that from Skip the

1 Games, a website?

2 A Actually, it's on the front of the window  
3 of the massage parlor but we do use --

4 Q Okay. And after getting that phone  
5 number, the 1688 phone number, did you call and make  
6 an appointment?

7 A Yes.

8 Q Okay. Did you --

9 A We did see an advertisement on Skip the  
10 Games. We did investigate the number and we did  
11 find -- yes.

12 Q Okay.

13 A Back to your earlier question, yes, sorry.

14 Q Okay, so what's Skip the Games?

15 A Skip the Games is a website, I'm sure you  
16 all remember Backpage. Backpage was taken down  
17 because it was functioning out of the United States.  
18 Skip the Games is an escort website where you have  
19 to be a member, you have to sign up and log in and  
20 post advertisements. And, typically, it's an escort  
21 website. You know, the escorts or massage parlors,  
22 brothels, whatever, they all advertise on this  
23 website.

24 Q Okay. And through your 11 years in this  
25 unit working prostitution and sex trafficking, have

1 you ever had any instances where prostitution or sex  
2 trafficking has been advertised through Skip the  
3 Games?

4 **A Many, yes.**

5 Q Okay. So, did you eventually make an  
6 appointment after calling for a massage?

7 **A Yes.**

8 Q And did you attend that appointment?

9 **A Yes.**

10 Q And do you remember how much you paid for  
11 how long a massage?

12 **A Forty dollars for half an hour.**

13 Q Okay. Who did you see when you got there?  
14 Do you remember what the person told you their name  
15 was?

16 **A I believe it was Lisa.**

17 Q Okay. And did you ultimately get a  
18 massage?

19 **A Yes.**

20 Q Can you please tell the Board details  
21 about that massage.

22 **A It's a -- I met with Lisa. She agreed to  
23 meet. We went to the room, number 3, I believe it  
24 was. And she, you know, had me enter the room. I  
25 disrobed. She -- after I was completed, she**

1 knocked. I was already lying on the table and I  
2 uncovered myself. I was laying on my stomach. I  
3 uncovered by my buttock with a towel. She came in  
4 and started a massage, having had -- myself having  
5 had massages at other locations that were  
6 professional massages, the massage I was receiving  
7 had very, if no, therapeutic value, whatsoever.

8 After a certain point and time, she  
9 removed the towel from my buttocks and started  
10 massaging my buttocks, which is not uncommon on a  
11 professional massage. But there was some situations  
12 where she got extremely close to my anus and my  
13 genitals.

14 Q And did you ask her to do that?

15 A No.

16 Q Okay. As the massage continued, did she,  
17 again, move closer and touch your genitalia?

18 A After approximately between 10 and 15  
19 minutes, I switched -- I rolled over to my back.  
20 She actually left the room, got a hot towel, came  
21 back, wiped the oils all of my back and legs, and  
22 then returned. After she left again, I flipped over  
23 to my back and covered my midsection with the towel.  
24 She returned and started massaging my legs. And, at  
25 one point, she touched my genitals and ended up

1 touching -- grabbing my penis, at which time, I  
2 immediately stopped it.

3 Q Okay. Did you ever ask her to do that?

4 A No.

5 Q Okay. Did you ever guide her hand or  
6 somehow gesture that you wanted her to do that?

7 A No. I actually -- when she touched the  
8 first time, I said, no, up here; and she teased me a  
9 little bit more and I finally waived my finger and  
10 said, no, stop.

11 Q Okay. And did you ultimately leave?

12 A Yes.

13 Q Okay. And took no further action that  
14 day?

15 A Correct.

16 Q Okay. At some point, did you and members  
17 of your unit return back to Sunny's Spa on  
18 April 25th?

19 A Correct.

20 Q Okay. And did members of your unit send  
21 another detective in there to get a massage?

22 A Yes, a second detective went in to get a  
23 massage.

24 Q And what was his name?

25 A Detective Jerry Cochran (ph.).

1 Q Okay. And were you the lead detective in  
2 this investigation?

3 A Yes.

4 Q So, as lead detective, did you act as a  
5 quarterback, kind of coordinated and everybody  
6 responded to you what happened in their parts of the  
7 investigation?

8 A Correct, yes. We still have a sergeant,  
9 who is the overall supervisor, but I'm in charge of  
10 the investigation.

11 Q Your case, right?

12 A Correct.

13 Q You wrote the report?

14 A Yes.

15 Q Okay. Did Detective Cochran then get a  
16 message?

17 A Yes, he did.

18 Q Was that from a lady --

19 MR. GLICKFIELD: Objection, based on  
20 hearsay.

21 CHAIR HIPPE: We'll allow that. Go ahead.

22 Q (By Mr. Kloos) And was that from a woman  
23 identifying herself as Sasha?

24 A Correct.

25 Q Okay. What, if anything, did you learn in

1 your investigation regarding Detective Cochran's  
2 massage?

3 **A The same thing that happened at my massage**  
4 **happened during his massage as well.**

5 Q Okay. And as in, found his scrotum and  
6 touched his penis?

7 **A Correct.**

8 Q So, now, we have two instances, and if  
9 you're aware, did Detective Cochran ask for any of  
10 that?

11 **A He did not.**

12 MR. GLICKFIELD: Same objection, objection  
13 based on hearsay.

14 CHAIR HIPPI: Thank you, noted. Please  
15 continue.

16 Q (By Mr. Kloos) Okay. Did he gesture for  
17 Sasha to do any of this?

18 **A No.**

19 Q Did he tell her to stop in fact?

20 **A Yes, he did.**

21 Q Okay. Based on these two instances, did  
22 detectives from your unit conduct more surveillance  
23 on the -- on the massage parlor?

24 **A Yes.**

25 Q Okay.

1           **A**     **After the 25th, we stayed -- or we stayed**  
2     **in the area. And then at closing time, we followed**  
3     **the -- actually one of the employees left early, and**  
4     **we followed the remaining two employees back to**  
5     **their apartment on Steamboat.**

6           **Q**     **Okay. Through your investigation, were**  
7     **you able to determine that both Ms. Cao, Sasha and**  
8     **Lisa all resided on the same apartment on Steamboat**  
9     **Lane in Baldwin?**

10          **A**     **Correct, yes.**

11          **Q**     **Okay. And the -- when you followed the**  
12     **car, the Honda, that you testified to, were you able**  
13     **to determine the registered owner of that car?**

14          **A**     **Yes.**

15          **Q**     **Was that Ms. Cao?**

16          **A**     **Yes, it was.**

17          **Q**     **Okay. Direct your attention to May 9,**  
18     **2024, what, if anything, did your unit do to further**  
19     **your investigation?**

20          **A**     **At that time, having in both instances on**  
21     **the 12th and the 25th, we conducted a search warrant**  
22     **on the premises in an attempt to acquire more**  
23     **evidence to see if there's a human trafficking being**  
24     **conducted at the massage parlor.**

25          **Q**     **Okay. If you remember, what employees**

1 were on-site at Sunny's Spa when the search warrant  
2 was executed?

3 **A All three. The owner and the two**  
4 **employees were present.**

5 Q So, Ms. Cao, Sasha and Lisa?

6 **A Correct.**

7 Q Okay. Were you and detectives from your  
8 unit able to interview all three of them?

9 **A We interviewed the two employees on**  
10 **scene --**

11 Q Okay.

12 **A -- using an FBI interpreter, and then we**  
13 **later interviewed the owner back at the**  
14 **headquarters.**

15 Q And was -- you said an FBI interpreter?

16 **A Yes, an FBI interpreter was utilized.**

17 Q Okay. And the FBI accompanies you guys  
18 because you are investigating possible sex  
19 trafficking?

20 **A Correct. We're task force officers with**  
21 **the FBI.**

22 Q Okay. Through that investigation, were  
23 you able to determine that Ms. Cao was indeed the  
24 boss and those were her only two employees?

25 **A Correct, yes.**

1 Q Okay. During your investigation, were you  
2 able to determine if either Lisa or Sasha even had  
3 masseuse licenses?

4 A We determined that neither of them had a  
5 massage license.

6 Q So, they weren't licensed or registered to  
7 conduct massages in Missouri?

8 A I believe Sasha said she had a license --  
9 one of the individuals said they had a license out  
10 of Houston, Texas.

11 Q Okay.

12 A It's not good in Missouri.

13 Q It's not good here in Missouri?

14 A Correct.

15 Q Okay. During your interviews of Mrs. Cao,  
16 did you ask her how she advertised for Sunny's Spa?

17 A Yes.

18 Q And what did she say?

19 A She said pretty much the same thing she  
20 said today. That she had hired a friend or an  
21 individual to advertise for her. I asked her if she  
22 looked at the massage -- the advertisements because  
23 they are on escort websites, and she said she did  
24 not. I asked her since she's the boss, the owner of  
25 the business, wouldn't she want to make sure that

1 the advertisements are on -- on respectable  
2 websites. She said she didn't know because she was  
3 not the one actually placing the message.

4 Q Okay.

5 A Part of the advertisement, excuse me.

6 Q The advertisement, okay. So, we  
7 established that it was (314)628-1688?

8 A Correct.

9 Q And that's the same number that you and  
10 Detective Cochran called to make your appointments  
11 for the massages?

12 A Correct.

13 Q Okay. And you just testified you did an  
14 investigation into that number and found it on  
15 several websites, correct?

16 A Correct.

17 Q Escort websites? How recently have you  
18 checked that phone number to see if it's on escort  
19 websites?

20 A I did it yesterday and today.

21 Q Okay. And is that number on Sunny's Spa  
22 still advertised on adult escort websites?

23 A Yes.

24 Q Okay. And were you able to determine that  
25 there was another phone number associated with

1 Sunny's Spa? It was a (314)610-6521?

2 **A Yes.**

3 Q Okay. Did you do any investigation with  
4 regard to that phone number?

5 **A We did, actually, a simple Google search,**  
6 **and it did come back to adult websites or escort**  
7 **websites, I should say.**

8 Q So, when you say "Google search" so the  
9 Board understands, you just Googled that phone  
10 number?

11 **A Yes.**

12 Q And what did it lead you to?

13 **A It gave a listing of several escort**  
14 **websites.**

15 Q Okay. So, let me ask you about that:  
16 you're Googling just the phone number to the  
17 business and the first thing that pops up are  
18 escorts websites?

19 **A Yes.**

20 Q Okay. So, for lack of better term,  
21 legitimate massage parlors, like, we'll just use  
22 MassageLuxe, for instance. Have you Googled  
23 MassageLuxe's phone number?

24 **A Yes.**

25 Q What comes up? Escort websites?

1           **A**     **No. Typically, it will be Yelp or the**  
2 **actual advertisement of the website for the massage**  
3 **parlor, itself. Yeah, but no -- no adult escort**  
4 **websites.**

5           **Q**     **So, this isn't -- this is something you**  
6 **have to advertise on through your experience? This**  
7 **isn't something that bots are putting on escorts --**

8           **A**     **Correct.**

9           **Q**     **-- escort sites?**

10          **A**     **Correct. You have to be a member of Skip**  
11 **the Games. You have to have a log in and password**  
12 **to get in on that.**

13          **Q**     **So, like, a paid subscription, log in,**  
14 **password to advertise on their site?**

15          **A**     **Correct.**

16          **Q**     **Okay. Were some of these websites, I**  
17 **guess, we said skipthegames.com, was that one --**

18          **A**     **Yes.**

19          **Q**     **-- that you found? How about**  
20 **onebackpage.com?**

21          **A**     **Yes.**

22          **Q**     **Rubmaps.com?**

23          **A**     **Correct.**

24          **Q**     **Uscallgirls.com?**

25                **CHAIR HIPPI: I think your microphone --**

1                   **THE WITNESS: Yeah, the microphones are**  
2                   **off.**

3                   MR. GRAVILLE: They're out of battery.

4                   (Off-the-record discussion.)

5                   Q        (By Mr. Kloos) Detective, are you familiar  
6 with a website called usasexguide.com?

7                   A        **Yes.**

8                   Q        What is it?

9                   A        **That is a forum where people from this**  
10 **city, any cities, can talk about massage parlors,**  
11 **escorts, streetwalkers, typically anything. Strip**  
12 **clubs and it's just -- like I said, it's a forum.**  
13 **They talk about where they're going. Who they've**  
14 **seen, their rate. It's just a conversation about**  
15 **escorts and whatever you want to talk about.**

16                  Q        Okay. Did you, as part of your  
17 investigation, go to usasexguide.com to determine if  
18 Sunny's Spa was part of that?

19                  A        **Correct.**

20                  Q        Okay. And what, if any, information did  
21 you find posted about Sunny's Spa on sexguide.com?

22                  A        **Actually, I believe, the date is**  
23 **February 20th, it could be 21st of this year, yes,**  
24 **this year. I located a forum comment that somebody**  
25 **said they were going to the massage parlor, and they**

1 encountered an employee named Sunny that was well  
2 worth their visit.

3 Q Okay. And that was three weeks ago?

4 A Correct.

5 Q Okay. Now, this is a forum you have no  
6 idea -- no way to verify, to be fair, who that was?

7 A Correct.

8 Q Okay. But someone did post that they --  
9 on usasexguide.com that they just visited three  
10 weeks ago, and it was well worth their trip?

11 A No. The post was three weeks ago. What  
12 timeframe, they had visited, it's unknown.

13 Q Okay. Did you find other forums where  
14 Sunny's Spa was a place that performed sex acts, or  
15 at least people were claiming that it was? I  
16 believe happy endings, is what it was termed?

17 A Happy endings, yes.

18 Q Okay. Can you please explain what that  
19 means to the Board?

20 A Happy endings, essentially, is to a point  
21 where the customer ejaculates, climaxes.

22 Q Okay. Is that typically at the tail end  
23 of a massage?

24 A Correct, hence the name happy ending.

25 Q Okay. And, just to be clear, you've

1 looked -- the bulk of this investigation was several  
2 months ago, but you've looked into these forums and  
3 they're still updated more recently even as of this  
4 week and last week?

5 **A Correct.**

6 Q Okay. And, to be clear, the investigation  
7 is still ongoing?

8 **A Correct. We still have evidence that is**  
9 **being looked at and so the evidence -- the**  
10 **investigation is still open, ongoing.**

11 Q Okay. And, after the search warrant, did  
12 members of your unit arrest Lisa and Sasha for  
13 prostitution?

14 **A Yes.**

15 Q Okay. Based on the totality of your  
16 investigation, obviously, did you find there were  
17 signs of prostitution?

18 **A Yes.**

19 Q Money changed hands between undercover  
20 detectives?

21 **A Yes. A sex act was committed in the**  
22 **exchange of something of value, which in this case**  
23 **was money.**

24 Q Okay.

25 MR. GLICKFIELD: Well, I object to Exhibit

1     **A --**

2           MR. KLOOS:  I haven't even offered it.  
3     Just look through the exhibits, please.

4           CHAIR HIPPI:  Would it be permissible,  
5     while Mr. Glickfield -- Mr. Glickfield, pardon  
6     me, sir, Mr. Glickfield is observing the  
7     evidence there, why don't we take a five-minute  
8     recover break, if that would be okay.  The City  
9     is going to go off the record for a minute.  
10    So, we're going to recess at 9:07 and come back  
11    at 9:15.

12           (Wherein, a short recess was taken.)

13           CHAIR HIPPI:  All right, are we back on the  
14    record, sir?  Okay.  Mr. Glickfield, are we  
15    prepared to proceed?  You had a chance to  
16    review the documents?

17           MR. GLICKFIELD:  I have, yes.

18           CHAIR HIPPI:  Okay, thank you.  Have we  
19    labeled them?

20           MR. GLICKFIELD:  They are labeled.

21           CHAIR HIPPI:  They are labeled, okay, all  
22    right.

23           MR. GRAVILLE:  Before we take -- do you  
24    want do an objection, Mr. Glickfield or --

25           MR. GLICKFIELD:  Yeah, just to go back to

1           them because some of them actually are just  
2           porn collages. So, if you didn't mind  
3           giving --

4                   **THE WITNESS: I will explain.**

5           MR. KLOOS: I would like a chance to try  
6           to introduce them through the witness --

7           CHAIR HIPPIE: Okay.

8           MR. KLOOS: -- before offering them as  
9           evidence.

10          CHAIR HIPPIE: Okay, that's very doable,  
11          yes.

12          MR. KLOOS: Okay.

13          CHAIR HIPPIE: Please proceed.

14          Q        (By Mr. Kloos) Okay, thank you. Kind of  
15          awkward, I'll stand up here so we can get the  
16          microphone or do you need me on microphone? Okay,  
17          you can hear me? Detective, you can stand right  
18          there. Detective, I'm going to hand you what's been  
19          previously marked as City's Exhibits A, B, C, D and  
20          E.

21                   (City's Exhibit A, B, C, D and E marked.)

22          Q        (By Mr. Kloos) Can you look at Exhibit A,  
23          and tell the Board what that is?

24          A        **Exhibit A, this is the Skip the Games.**  
25          **So, if go on the website and you go to Skip the**

1 Games and you enter in St. Louis, what's going to  
2 show up is three photographs, images, from each  
3 advertisement that young ladies or men are placing  
4 on that website. You can scroll and click one of  
5 those photographs. It will take you to that  
6 individual's website. So, this collage, as he was  
7 saying, that is the first three are one individual;  
8 the second three are of another advertisement; so,  
9 once you click on that advertisement or one of those  
10 photographs, it will take you to that specific  
11 individual's advertisement. It will give all of the  
12 details where they are or what phone number to call  
13 or what services they actually provide.

14 Q So, can you go to the second page of  
15 Exhibit -- City's Exhibit A, where it's flagged and  
16 tell us what's highlighted there, sir?

17 A It's on the third page, and there are  
18 three photographs. Third row down, the first  
19 photographs are images, have a young Asian female  
20 with the telephone number (314)628-1688 across the  
21 center of each one of them.

22 Q And what's that the phone number to,  
23 Detective?

24 A That is the phone number to the -- Sunny's  
25 Spa.

1 Q Okay. When did you search Skip the Games  
2 for that and print that out?

3 A That was today.

4 Q Okay. Going onto City's Exhibit B. What  
5 is that?

6 A This is callescort.org, similar to the  
7 website Skip the Games. Skip the Games, I might  
8 add, is very popular. It's one of two the most  
9 popular websites. Callescort, this one, actually,  
10 is -- they're all essentially set up the same. They  
11 all either have a photograph and you just go down  
12 the line and you click on whatever female or male  
13 that you're attracted to and you try to find their  
14 services. This is after you go online and you click  
15 on to the photo -- one of the images, and it brings  
16 out the information, and the, I guess the gist of  
17 this advertisement, the verbiage.

18 Q Okay. On City's Exhibit B, are there  
19 phone numbers or addresses or name of a company  
20 associated with that?

21 A There is the phone number (314)628-1688 at  
22 the beginning, and then it talks about the address,  
23 13704, A, Olive Boulevard, Chesterfield, Missouri  
24 63107. Just below that, has the phone number,  
25 again, and then just below that, it has 9:30 a.m. to

1 9:30 p.m. seven days.

2 Q Okay. City's Exhibit C, what's that?

3 A This is what you would get when you  
4 actually click on one of the photographs. So, if I  
5 went to page 389, clicked on the photograph or the  
6 image with the telephone number, it brings up the  
7 entire advertisement and all the photographs. There  
8 are 1, 2, 3, 4, 5, 6 photographs of young Asian  
9 females. Each one has the telephone numbers  
10 (314)628-1688 across it. And then further down, it  
11 talks about -- just the verbiage, "I see men.  
12 Accepting cash. Available for incall, outcall."  
13 That's commercial sex industry verbiage.

14 Q What is that incall, outcall, can you  
15 explain that to the Board?

16 A Incall, outcall, if we want an outcall,  
17 that means that the prostitute or the sex worker is  
18 going to travel to the customer, the John. An  
19 incall is just the opposite. It is where the John,  
20 the customer, travels to the location of wherever  
21 the sex worker is located.

22 Q Okay. And, again, Detective, when did you  
23 find that advertisement?

24 A Today.

25 Q Okay. And City's Exhibit D?

1           **A     D is another Skip the Games advertisement.**

2           Q     Does it have the phone number associated  
3 with Sunny's Spa on it?

4           **A     Yes, it does.**

5           Q     Does it advertise a 24-year-old female?

6           **A     It advertises a very young Asian female.**

7           **I don't see the age on there but --**

8           Q     It might -- it might be the wrong exhibit,  
9 okay. And how about E?

10          **A     E is AdultLook, which again, is similar to**  
11 **Skip the Games. It's an escort website, and it has**  
12 **a collage of, I'd say, a total of eight photographs**  
13 **or images with, again, the telephone number**  
14 **(314)628-1688. The verbiage below that. With the**  
15 **address, the telephone number and the date or the**  
16 **hours.**

17          Q     Okay. When did you print out City's  
18 Exhibit E?

19          **A     This would be today as well.**

20          Q     Okay. Did you alter those images or put  
21 any additions or deletions to those exhibits?

22          **A     No.**

23          Q     Okay. Those are exactly as you found them  
24 on the website except you printed them?

25          **A     They were printed, and they will come out,**

1    **once you print them, they will come out somewhat**  
2    **different than you would see it on the computer**  
3    **screen.**

4           Q     Just like you printed something off of STL  
5    Today, it shows up differently?

6           A     **Yes, yes.**

7           Q     Okay. But you did not edit or change the  
8    content --

9           A     **Correct, no.**

10          Q     -- from any of those exhibits from what  
11    you saw on your computer screen?

12          A     **You are correct. I did not.**

13          Q     Okay. City is going to offer City's  
14    Exhibits A, B, C, D and E into evidence?

15                CHAIR HIPPE: All right.

16                MR. GLICKFIELD: So, I'm going to object  
17    because, most importantly, the City has  
18    prevented -- the City has presented no evidence  
19    that anybody could have posted -- could not  
20    have posted these. These are website or  
21    websites that anybody can make an account on.  
22    They copy-paste whatever they want in; and it's  
23    unfairly prejudicial to be assuming that this  
24    was actually posted by my client. It's also  
25    not factual to state that this couldn't have

1 been done by bots. My client has only owned  
2 this five years. These websites have existed  
3 far longer than that. And the way that  
4 advertisement often works is they're automated  
5 systems that continue to repost things. My  
6 client, as you can see, doesn't really speak  
7 English and is going to recognize none of this.

8 By even considering this evidence, there's  
9 no evidence that she posted these things. It's  
10 simply unfairly prejudicial. No evidence has  
11 been presented that this is something that  
12 Sunny's Spa actually did. And much of it is  
13 just salacious content, like shocking content.  
14 And, additionally, by printing it off the  
15 internet, that makes it hearsay. It doesn't  
16 meet the best evidence rule. It's not properly  
17 authenticated. The testimony that, I didn't  
18 alter it, is not adequate to make sure that it  
19 wasn't altered, although I'm not saying I  
20 question anyone's integrity at all.

21 However, it does not meet evidentiary  
22 standards. I mean, just to get into the --  
23 there's no basis for admitting something like  
24 that. Every objection one could possibly make.  
25 Additionally, it's irrelevant, because at the

1 end -- because at the end of the day, somebody  
2 else could be posting these things. Nothing  
3 has been presented -- nothing had been  
4 presented to thwart any of that, and just using  
5 basic logic, if my client had any idea that  
6 this was going on, the moment that she was  
7 encountered by the police, you think she'd  
8 stop. But I think that does it for all of my  
9 objections.

10 CHAIR HIPPIE: Very good points. I will let  
11 you respond to that objection before I --

12 MR. KLOOS: Sure.

13 MR. GRAVILLE: Can I make one quick  
14 point --

15 CHAIR HIPPIE: Yes.

16 MR. GRAVILLE: Real quick. We are a  
17 quasi-judicial body. This is not a jury. So,  
18 it's the weight, right? I think your points --  
19 a lot of yours go to the weight of the --

20 CHAIR HIPPIE: How much we should weigh the  
21 evidence, I agree.

22 MR. GRAVILLE: -- the evidence. I didn't  
23 hear that he offered it for the truth of the  
24 matter with regards to what's in there, and I  
25 don't think he ever -- there was any

1 testimony -- I think the testimony was the  
2 exact opposite that somebody -- that Jie was  
3 the one that posted. It wasn't offered. It  
4 was related to the phone number, but go ahead.

5 CHAIR HIPPI: No, I think those are all  
6 good points, and I would like to hear your  
7 response to his objections and then we'll --

8 MR. KLOOS: Well, there's a lot of  
9 objections there. I guess I'll start with  
10 relevance. I think that it's extremely  
11 relevant based on -- his client testified that  
12 they took a ton of remedial measures to make  
13 sure none of this activity was happening at  
14 their massage parlor.

15 As found in the conclusions of facts or in  
16 testimony in front of the City Administrator,  
17 police testified and she acknowledged, back on  
18 May 9th, police told her that all of these  
19 things were on the website. Now, we're ten  
20 months later, and they're still advertising on  
21 escort websites. So, we've seen evidence of  
22 remedial measures of signs and codes of  
23 conduct, yet, we're still advertising on sex  
24 sites. I think the relevance is what it is.

25 As far as her not posting it, I'm not

1 offering it for that. I'm just saying that  
2 these advertisements exist, and we also have an  
3 expert who's been doing this for eleven years,  
4 going to these websites. They just told the  
5 Board how you get on them. They're paid  
6 subscriptions. You have to have a log-in and a  
7 pass code in order to advertise on these  
8 things.

9 He also testified that they go to these  
10 sites specifically for this, to find out if  
11 they're advertising to find evidence of sex  
12 trafficking and prostitution. The detective  
13 also testified that if he did this for  
14 MassageLuxe, you wouldn't find any of these  
15 things. So, short of a conspiracy to frame  
16 Sunny's Spa, I believe it's completely  
17 relevant.

18 MR. GLICKFIELD: I need to respond to  
19 something, because I don't recall the detective  
20 testifying that all of these websites require  
21 you to pay make your account, so I just want  
22 to -- can I ask the detective all these?

23 MR. KLOOS: Well --

24 CHAIR HIPPE: He did testify to that.

25 MR. KLOOS: And, yeah, he'll get a chance

1 to cross-examine him but that was just my  
2 answer to his objection.

3 CHAIR HIPPI: I believe the question of  
4 whether or not you said you had to be a member  
5 and you had to have a pass code --

6 MR. GLICKFIELD: No, to pay, to pay.

7 CHAIR HIPPI: To make a comment on these  
8 websites. Isn't that correct, sir? That's  
9 what you testified to --

10 **THE WITNESS: Correct, you have to have a**  
11 **log-in and a password.**

12 CHAIR HIPPI: A log in and a password.

13 MR. GLICKFIELD: Do you have to pay was my  
14 question? I don't recall hearing that  
15 membership on these websites cost money.

16 MR. KLOOS: Well, strike that from my  
17 response so we can move on. That's great.

18 CHAIR HIPPI: Okay.

19 MR. KLOOS: Okay, City offers A-E.

20 CHAIR HIPPI: I'd like to ask him that  
21 question. Go ahead and ask the question over.

22 MR. GRAVILLE: He's going to get a chance  
23 to cross --

24 MR. GLICKFIELD: Do these -- do these  
25 websites require members to pay money in order

1 to become members?

2 **THE WITNESS: Some of them do. Some of**  
3 **them do not.**

4 MR. GLICKFIELD: Which ones require you to  
5 pay?

6 **THE WITNESS: Off the top of my head, I**  
7 **cannot -- I do not know, unfortunately.**

8 CHAIR HIPPI: Okay. Subject to all of your  
9 comments, I'm going to admit those pieces of  
10 evidence, A through E, and we will weigh them  
11 according to the -- how relevant they are to  
12 the -- to whether or not, Ms. Cao has reformed  
13 her business practices to the degree that you  
14 assert that she has, in fact, done so including  
15 notice to her clients or things of that matter.  
16 (City's Exhibits A, B, C, D and E admitted onto the  
17 hearing record.).

18 MR. GLICKFIELD: For the purposes of Cross  
19 --

20 CHAIR HIPPI: For that purpose, I believe  
21 it's very relevant, yes, sir.

22 MR. GLICKFIELD: For the purposes of  
23 Cross-examination, can I hold them?

24 CHAIR HIPPI: Absolutely, you may, sir.  
25 Okay. Now, having admitted those, we're

1 going -- you want to continue to hold them, and  
2 we'll look at them later. Okay, very good.

3 Q (By Mr. Kloos) One final question if I  
4 may, Madam Chair? Detective, back on May 9th, when  
5 your police department executed the search warrant  
6 on Sunny's Spa, did you have an opportunity to  
7 interview Ms. Cao?

8 A Yes.

9 Q Okay. During that interview, did you  
10 alert her to all of these advertisements on these  
11 escort and adult sites?

12 A Yes, I did.

13 Q Okay. And, ten months later, they're  
14 still on there?

15 A Correct.

16 Q Okay. I have nothing further.

17 CHAIR HIPPI: Thank you. Do you have  
18 questions of this witness first before I --

19 MR. GLICKFIELD: I do.

20 CHAIR HIPPI: Okay, go ahead, sir.

21 MR. GLICKFIELD: Firstly, can everyone  
22 hear me?

23 CHAIR HIPPI: Yes.

24 MS. AHNER: I have a mic if you need it.

25 CHAIR HIPPI: If you need it. We hear you

1 clearly.

2 MR. GLICKFIELD: I'll take the mic. Is  
3 this any louder?

4 CHAIR HIPPIE: Perfect.

5 MR. GLICKFIELD: It definitely works.  
6 Okay.

7 CROSS-EXAMINATION

8 QUESTIONS BY MR. GLICKFIELD:

9 Q Do you have any idea how long these  
10 websites have existed for?

11 A **No, I do not know.**

12 Q So, to your knowledge, in the year 2018,  
13 did skipthegames.eu exist?

14 A **That I can't positively say, whether or  
15 not it did or not.**

16 Q Okay. What about callescort.org? Did  
17 that exist in the year 2018?

18 A **That is --that one is rarely used, so I  
19 couldn't answer that question either.**

20 Q And what about skipthegames.com, did that  
21 exist in the year 2018?

22 A **I can't answer.**

23 Q And did AdultLook exist in the year 2018?

24 A **Never had -- I couldn't answer that.**

25 Q So, since you understand the functionality

1 of these, does skipthegames.eu require, in order to  
2 post, the individual posting to make an account?

3 **A Yes.**

4 Q Does it require the individual making an  
5 account to pay money to have account?

6 **A I do not know. There are times when they  
7 will change. Sometimes you do pay; sometimes you  
8 don't pay. So, right now, I don't know whether or  
9 not you have to pay.**

10 Q What about callescort.org? Do you have  
11 pay to post on that?

12 **A That I don't know. That's, like I said,  
13 that website is rarely used.**

14 Q And skipthegames.com?

15 **A That's the same at the first one.**

16 Q Uh-huh. So, also, to your knowledge, you  
17 don't need to pay?

18 **A I don't -- I can't say you don't need to  
19 pay. I just don't know whether or not you have to  
20 pay.**

21 Q Okay. So, if a person doesn't need to pay  
22 and they can just post, then something could be  
23 posted by anyone; is that correct?

24 **A Yes.**

25 Q So, do you understand how internet bots

1 work?

2 **A Yes.**

3 Q So, is there any reason that a internet  
4 bot could not keep posting ads over and over and  
5 over on a message board-style website like this?

6 **A In theory, it could, yes.**

7 Q Okay. In the event that, let's say we're  
8 talking about something like this. Let's say we're  
9 talking about a message board that reviews hotdog  
10 stands, and I set up a bot that says, they're  
11 terrible hotdogs at somebody's hotdog stand and it  
12 keeps reposting year after year. Would the owner of  
13 that hotdog stand be able to stop that?

14 **A Typically, yes, they can contact that  
15 website and have them take that down.**

16 Q Do you believe that contacting  
17 skipthegames.eu would have that effect, that they  
18 would -- if you contacted them, they would say, oh,  
19 for sure, we'll take these down.

20 **A From my experience with working with Skip  
21 the Games, they're very cooperative with me.  
22 Whether or not, they would be with a customer, that  
23 is -- I can't answer that question.**

24 Q Uh-huh. But if some other entity or some  
25 other force is posting things, then an individual

1 effected doesn't necessarily have a recourse against  
2 that; is that correct?

3 **A Correct.**

4 Q And when websites are based in other  
5 countries, specifically, you mentioned Backpages was  
6 taken down because it was based in the United  
7 States --

8 **A Yes, sir.**

9 Q -- and these things are illegal in the  
10 United States, correct?

11 **A Correct.**

12 Q So, these websites are not based in the  
13 United States, am I correct --

14 **A Correct.**

15 Q -- in understanding that?

16 **A Correct.**

17 Q So, if they're not based in the United  
18 States, what recourse would an individual business  
19 owner have if ads were being placed about them, and  
20 the website just ignored them? What recourse --  
21 what recourse would an American have against a  
22 website -- against that website that's based in  
23 another country posting false things about them?  
24 What -- what recourse?

25 **A They wouldn't have any recourse.**

1 Q Okay. When you went to -- when you went  
2 to Sunny's Spa in February of 2024, do you recall  
3 seeing Jie there?

4 A Yes.

5 Q Do you recall seeing her in February of  
6 2024?

7 A Oh, no. February, no. February, when we  
8 first initiated the investigation?

9 Q Yeah.

10 A No, I did not see her.

11 Q Okay.

12 A I didn't actually physically see Jie until  
13 the surveillance when we followed April 25.

14 Q On April 25th?

15 A And, of course, on the day of the search  
16 warrant.

17 Q And, so, do we have any way of knowing who  
18 posted these ads in Exhibits A through E?

19 A No.

20 Q Okay. And we have no -- we have no  
21 specific knowledge whether it cost moneys to  
22 post these things, correct?

23 A Correct. Getting back to your previous  
24 question, at this time, I could not tell you who  
25 posted that; but we could issue a search warrant to

1 Skip the Games and see who posted those.

2 Q Okay.

3 A That is one of the procedures that is  
4 being -- still being investigated, since it's an  
5 ongoing investigation.

6 Q Okay.

7 CHAIR HIPPIE: Mr. Glickfield, if you  
8 believe that these postings are critical, I  
9 mean, we'll give it the weight it's due in  
10 determining whether we believe that the  
11 City's -- that Mr. Geisel's findings should be  
12 overturned but, if you'd like to table this to  
13 another time and give our detective an  
14 opportunity to look into that with a search  
15 capacity -- search warrant capacity, we can do  
16 that for us, if you find that would be helpful  
17 to, I guess --

18 MR. GRAVILLE: I would -- I would  
19 definitely caution that I don't want to in any  
20 way intertwine this with any type of criminal  
21 investigation.

22 CHAIR HIPPIE: Okay. Subject to that, I  
23 just make that offer. I mean, it's now 9:35.  
24 We want to give Ms. Cao, you know, the very  
25 important attention that her case deserves

1 and --

2 MR. GLICKFIELD: Right.

3 CHAIR HIPPIE: And we don't want to end up  
4 making any hasty judgments with what you --  
5 with what appears to be, maybe we don't have  
6 all the facts, in whether or not she's been  
7 posting or been somehow managing the posting of  
8 inappropriate materials on these five different  
9 platforms. Whether she's a paid subscriber or  
10 an agent is a paid subscriber or how these came  
11 to be about; and whether -- and I think it goes  
12 to the heart of what we're looking at, whether  
13 or not she has reformed her business practices  
14 to be conducting business in a proper way here  
15 in Chesterfield, which why is we're here today.  
16 To see whether or not her business license  
17 should be denied, continued to be denied or  
18 should be overturned to allow her to have a  
19 business license.

20 If you feel it's critical, maybe we should  
21 recess, and you can have some more time to have  
22 that opportunity to present, you know, this  
23 seems to me to be a very important aspect of  
24 her management style. If she's continuing to  
25 allow, in despite of the detective telling her

1 in May, May 9th, or when the search warrant  
2 was -- was first conducted that these websites  
3 existed, and what, if anything, has she done to  
4 remove her upscale business from these very  
5 sleazy websites.

6 MR. GLICKFIELD: Yes.

7 CHAIR HIPPI: What have we done, what has  
8 she done? Maybe you can offer some more  
9 information.

10 MR. GLICKFIELD: Can I take a brief recess  
11 to meet, because that's a decision really for  
12 the client to make.

13 CHAIR HIPPI: Yes, absolutely.

14 MR. GLICKFIELD: Can I take a brief  
15 recess --

16 CHAIR HIPPI: Yes, you may.

17 MR. GLICKFIELD: -- to speak with my  
18 client about this?

19 CHAIR HIPPI: Yes, sir, absolutely.

20 MR. GLICKFIELD: Thank you.

21 CHAIR HIPPI: We'll take a -- we'll take  
22 about five minutes until 9:45. Please come  
23 back promptly.

24 (Wherein, a short recess was taken.)

25 CHAIR HIPPI: We're going to admit your

1 evidence, and I do not need more information  
2 regarding -- we're going to get what weight is  
3 necessary.

4 MR. GLICKFIELD: Okay.

5 CHAIR HIPPI: You brought out very  
6 importantly what weight should be given to it,  
7 how credible is it. We know it's there. We'll  
8 get it the weight that is necessary --

9 MR. GLICKFIELD: Okay.

10 **THE WITNESS: For the issue. So, I**  
11 **don't -- I don't want to proceed and give**  
12 **Ms. Cao all the attention she needs before**  
13 **we -- we don't need to delay. I'm going to**  
14 **admit that, and we're going to proceed.**

15 MR. GLICKFIELD: Okay, so we're going to  
16 proceed?

17 CHAIR HIPPI: Yes, sir, yes, sir.

18 MR. GLICKFIELD: Tell her that they  
19 decided to proceed.

20 CHAIR HIPPI: Where are those documents?

21 MR. GLICKFIELD: Oh, I have them right  
22 here.

23 CHAIR HIPPI: We'll take A through E, and  
24 you can set them right here next to us. Okay,  
25 Mr. Kloos, please continue -- oh.

1 MR. KLOOS: He's on Cross.

2 CHAIR HIPPI: You're on Cross, okay, sorry.  
3 Mr. Glickfield.

4 MR. GLICKFIELD: I have no further  
5 questions.

6 CHAIR HIPPI: I have a question, can the  
7 Board --

8 MR. KLOOS: Can I do --

9 CHAIR HIPPI: You go ahead.

10 MR. GRAVILLE: -- redirect real quick?

11 CHAIR HIPPI: Yes.

12 MR. KLOOS: One question, Madam.

13 CHAIR HIPPI: Right.

14 REDIRECT EXAMINATION

15 QUESTIONS BY MR. KLOOS:

16 Q As we determined, you advised her about  
17 these websites back on May 9th, 2024, and they're  
18 still up today?

19 A **Correct.**

20 Q If she would have just changed the phone  
21 number, since you brought them to her attention,  
22 would that taken care of the problem?

23 A **Yes, because the advertisement wouldn't be**  
24 **relevant to her massage parlor.**

25 Q Okay. So, absent any bots or any other

1 entities that want to harm her business, she could  
2 have simply changed her phone number and that would  
3 have taken -- it wouldn't have led you to Sunny's  
4 Spa anymore, correct?

5 **A Correct.**

6 Q Okay, thanks. No further questions.

7 CHAIR HIPPI: Investigator, when you  
8 conducted this search on February 2nd --  
9 February 2024, I think you said February --

10 **THE WITNESS: February 9th, we started.**

11 CHAIR HIPPI: February 9th, 2024.

12 **THE WITNESS: Yes.**

13 CHAIR HIPPI: And you talked about evidence  
14 that you found in the premises that would be  
15 relating to sex trafficking. My question is,  
16 what are some of the -- you talked about some  
17 of indicia of sex trafficking, you know,  
18 younger people, vulnerable foreigners, living  
19 with people. My question is going toward cash  
20 on the premises. When you conducted your  
21 search warrant, what, if any, cash was found at  
22 the premises at that time?

23 **THE WITNESS: There was a decent amount of**  
24 **cash, I have to refer to my report.**

25 CHAIR HIPPI: Decent, would you clarify

1 that?

2 **THE WITNESS:** I'd say -- I would say maybe  
3 4,000 dollars, which, you know, for a business  
4 operating to have money laying around, to me,  
5 me personally, that's a large amount of cash.

6 CHAIR HIPPI: What denominations were these  
7 cash?

8 **THE WITNESS:** US, US currency.

9 CHAIR HIPPI: 20s, 50s?

10 **THE WITNESS:** 20s, typically 20s, 10s.

11 CHAIR HIPPI: Okay.

12 **THE WITNESS:** Yes.

13 CHAIR HIPPI: All right, thank you, sir.

14 Any questions based on my --

15 DR. WHITMAN: I have a question. You had  
16 male officers go in to test the waters.

17 **THE WITNESS:** Yes.

18 DR. WHITMAN: Did you send female officers  
19 in?

20 **THE WITNESS:** We did not, no.

21 DR. WHITMAN: Why?

22 **THE WITNESS:** Well, after doing  
23 surveillance and watching this massage parlor,  
24 we never saw any females go in.

25 DR. WHITMAN: Okay, thank you.

1           **THE WITNESS: Not that we don't send**  
2           **females into other massage parlors.**

3           CHAIR HIPPI: Mr. Glickfield, do you have  
4           any further evidence to prevent -- to present?

5           MR. GLICKFIELD: No, I have no further  
6           evidence.

7           CHAIR HIPPI: Mr. Kloos, do you have any  
8           further evidence to present?

9           MR. GLICKFIELD: Nothing further from the  
10          City.

11          CHAIR HIPPI: Okay. Is there anyone  
12          present in the gallery here that wishes to  
13          present anything for or against the petitioner?  
14          Okay. Very good. Does the Board have any  
15          further questions? Okay. At this time, the  
16          chair will entertain a motion relevant to  
17          BA012024. Do we have a motion on the floor or  
18          any further discussion?

19          (Court reporter clarification.)

20          MR. GRAVILLE: So, here what's I would  
21          suggest, especially this late in the night,  
22          make the motion in a positive or it will be  
23          confusing. So, either -- I would suggest you  
24          make the motion, for example, make a motion to  
25          either uphold or reverse the decision of the

1 City Administrator. In that context, I think  
2 that is perfectly fine in whatever you want  
3 your motion to do.

4 CHAIR HIPPI: Then I would make a motion --

5 MR. GRAVILLE: Or sustain, I guess.

6 CHAIR HIPPI: I would make a motion to  
7 uphold the finding of the City -- Mr. Geisel,  
8 City -- City Administrator, which in his  
9 motion, where he has a denial of the license or  
10 the denial of the reinstatement of the license?

11 MR. GRAVILLE: It's a denial of the  
12 renewal of the license.

13 CHAIR HIPPI: A denial of the renewal of  
14 the license. That is my motion.

15 MR. BLOCK: I would second that motion.

16 CHAIR HIPPI: Okay. Ms. Blesener, would  
17 you please call the vote?

18 MS. BLESENER: Katherine Hipp?

19 CHAIR HIPPI: I vote to approve the  
20 motion -- the order rendered by the City  
21 Administrator denying -- it's denying her  
22 license, sorry.

23 MR. GRAVILLE: It's a motion to affirm.

24 CHAIR HIPPI: Affirm. The City  
25 Administrator's.

1 MR. GRAVILLE: The decision of the City  
2 Administrator --

3 CHAIR HIPPI: The decision --

4 MR. GRAVILLE: -- to deny the renewal --

5 CHAIR HIPPI: -- to deny renewal of the --

6 MR. GRAVILLE: Business license.

7 CHAIR HIPPI: That's my motion, that's been  
8 seconded, and calling the role. I vote to  
9 uphold the decision of the City Administrator.

10 MS. BLESENER: Okay. Brendan Block?

11 MR. BLOCK: I vote to uphold the decision.

12 MS. BLESENER: Jeannie Rader?

13 MS. RADER: I vote to uphold the decision.

14 MS. BLESENER: And Barb Whitman?

15 DR. WHITMAN: I vote to uphold the  
16 decision.

17 MR. GRAVILLE: So, Mr. Glickfield, I'm  
18 going to ask the Board of Adjustment to  
19 authorize the Chair to sign a findings of facts  
20 and conclusions of law so we get that done and  
21 get it to you, so you can discuss with your  
22 client what you want to do with that.

23 MR. GLICKFIELD: Okay.

24 MR. GRAVILLE: Do you have any objection  
25 to that?

1 MR. GLICKFIELD: I want to make sure I  
2 understand what's happening. That we have 30  
3 days if we wish to appeal this, but that's 30  
4 days from the date of the order of this finding  
5 of facts that you'll get me when you get it to  
6 me.

7 MR. GRAVILLE: Well, so what will happen  
8 is, is I'm going to the -- I am going to ask  
9 them to authorize the Chair to find -- to sign  
10 a findings of facts and conclusion of law  
11 consistent with the evidence of the hearing  
12 today.

13 MR. GLICKFIELD: Okay.

14 MR. GRAVILLE: So, I can get it to you  
15 soon, makes sense?

16 MR. GLICKFIELD: I understand. I just  
17 want to understand when my 30-day clock begins.  
18 It begins from the date of that, right? So, if  
19 you get it to me tomorrow, it begins from  
20 tomorrow, correct?

21 MR. GRAVILLE: I think you need to  
22 research that, but that's my understanding. I  
23 don't think I can advise you on that.

24 MR. GLICKFIELD: Okay.

25 MR. GRAVILLE: Yeah. Because they sign an

1 order now, but there's a little bit of  
2 inconsistency in the timing, so I'm going to  
3 ask them to expedite that, so I can get it to  
4 you, so you can have the cleanest 30 days you  
5 can have. Fair enough? Because they signed  
6 these -- there's like a little -- if you look  
7 at your packet there's like a little decision  
8 that is at the very back that she'll sign  
9 tonight --

10 MR. GLICKFIELD: What packet? I didn't  
11 receive a --

12 MR. GRAVILLE: Your application to appeal.

13 MR. GLICKFIELD: Oh, that, yes, sorry.

14 MR. GRAVILLE: Okay. So, I would ask that  
15 the Board of Adjustment make a motion to  
16 authorize the Chair to find -- sign a findings  
17 of facts and conclusions of law consistent with  
18 the evidence in the decision today --

19 CHAIR HIPPI: I would second that motion.  
20 Can we call a vote on that?

21 MR. GRAVILLE: You'll make a motion.

22 MR. BLOCK: I'll make the motion, you  
23 second --

24 CHAIR HIPPI: I'll second. Does that make  
25 sense?

1 MR. GLICKFIELD: Yes.

2 CHAIR HIPPI: We'll date and sign it with  
3 the most cleanest opportunity for you to --  
4 yeah.

5 MR. GLICKFIELD: Thank you very much.

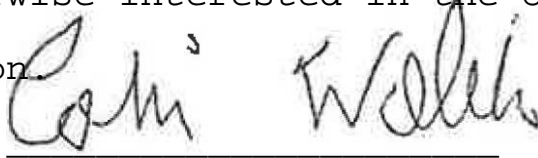
6 CHAIR HIPPI: Thank you, you've done a fine  
7 job.

8 MR. GLICKFIELD: I appreciate you saying  
9 that.

10 CHAIR HIPPI: You as well, sir. Very  
11 nice. Anything further? We are adjourned.

12 (Ending time of the hearing: 9:56 p.m.)  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

1 I, Colin Wallis, in and for the State of  
2 Missouri do hereby certify that the witness  
3 whose testimony appears in the foregoing  
4 Examination Under Oath was duly sworn by me;  
5 that the testimony of the said witness was  
6 taken by me to the best of my ability and  
7 thereafter reduced to typewriting under my  
8 direction; that I am neither counsel for,  
9 related to, nor employed by any of the parties  
10 to the action in which this examination was  
11 taken, and further that I am not relative or  
12 employee of any attorney or counsel employed by  
13 the parties thereto, nor financially or  
14 otherwise interested in the outcome of the  
15 action.

  
Colin Wallis

17 within and for the State of Missouri  
18  
19  
20  
21  
22  
23  
24  
25

|  |  |   |   |
|--|--|---|---|
| <b>Exhibits</b>  | <b>11</b> 113:7 118:24                             | <b>2019</b> 58:6 73:3<br>74:6 92:4,17   | <b>2:00</b> 75:5  |
| <b>183595_Meeting_030625_EX 1</b> 3:8<br>66:24                                   | <b>12</b> 35:10                                    | <b>2020</b> 77:8 92:19<br>93:3,8,13,16<br>94:14,17,22   | <b>2nd</b> 157:8  |
| <b>183595_Meeting_030625_EX A</b> 3:10<br>132:25 133:1<br>134:21,22,24<br>135:15 | <b>12.7</b> 38:15                                  | <b>2022</b> 10:23 20:1  | <b>3</b>  |
| <b>183595_Meeting_030625_EX B</b> 3:10<br>136:4,18                               | <b>12th</b> 76:5 124:21                            | <b>2023</b> 6:1   | <b>3</b> 29:14 119:23<br>137:8  |
| <b>183595_Meeting_030625_EX C</b> 3:11<br>137:2                                  | <b>13704</b> 136:23                                | <b>2024</b> 56:15 58:17<br>59:2 60:20 63:8<br>74:21 75:1 77:10,<br>12 78:2 80:13<br>85:15,21 90:15<br>92:11,13 97:6<br>98:23 105:8,21<br>108:15,18 109:7<br>113:9 116:10<br>124:18 151:2,6<br>156:17 157:9,11 | <b>30</b> 8:16 42:14 48:7   |
| <b>183595_Meeting_030625_EX D</b> 3:11<br>137:25                                 | <b>13714</b> 7:8 54:6<br>58:3 116:23               | <b>2025</b> 5:7 10:14<br>34:21  | <b>312</b> 34:7   |
| <b>183595_Meeting_030625_EX E</b> 3:12<br>138:18                                 | <b>15</b> 83:20 93:10<br>94:4 120:18               | <b>20s</b> 158:9,10   | <b>314 610-6521</b><br>128:1  |
| <b>\$</b>  | <b>1688</b> 118:5                                  | <b>20th</b> 130:23  | <b>314 628-1618</b><br>117:24   |
| <b>\$500</b> 62:7  | <b>170</b> 9:21 11:3 18:5                          | <b>21st</b> 130:23  | <b>314 628-1688</b><br>101:23 127:7<br>135:20 136:21<br>137:10 138:14         |
| <b>\$60,000</b> 74:18  | <b>170-foot</b> 11:6                               | <b>22</b> 113:1   | <b>389</b> 137:5  |
| -  | <b>19</b> 7:5 33:16,23<br>93:4                     | <b>22nd</b> 77:10 117:18  | <b>3rd</b> 6:1  |
| <b>--that</b> 147:18   | <b>1972</b> 73:7                                   | <b>2394</b> 7:2 9:7,17<br>10:2,16   | <b>4</b>  |
| <b>1</b>   | <b>1978</b> 37:25                                  | <b>24</b> 20:1  | <b>4</b> 6:25 8:18,24<br>11:2 13:23 14:5<br>19:4,6 29:13<br>30:20 32:15 137:8 |
| <b>1</b> 66:24 83:7,8,9<br>137:8   | <b>1993</b> 34:19                                  | <b>24-year-old</b> 106:5<br>138:5   | <b>4(B)(3)</b> 34:8   |
| <b>10</b> 35:11 39:11<br>46:20,22 120:18   | <b>1AV6300838</b> 7:3                              | <b>24/7</b> 27:11   | <b>4(E)(3)</b> 33:17,24   |
| <b>10,000</b> 74:16  | <b>1st</b> 93:11,17                                | <b>25</b> 10:12 151:13  | <b>4,000</b> 158:3  |
| <b>10s</b> 158:10  | <b>2</b>   | <b>25th</b> 76:5 121:18<br>124:1,21 151:14  | <b>40</b> 10:13 39:12,17<br>42:14   |
| <b>10th</b> 56:15  | <b>2</b> 39:23,24 137:8                            | <b>26</b> 60:19 78:23<br>79:4   | <b>460</b> 11:23  |
|  | <b>20</b> 38:14 42:14<br>48:7                      | <b>262</b> 62:6   | <b>492</b> 11:21  |
|  | <b>20-foot</b> 34:13,20<br>42:12                   | <b>26th</b> 105:21,22<br>109:1  | <b>493</b> 40:18  |
|  | <b>200</b> 7:1 8:25 9:19<br>20:3,15 25:12<br>30:13 |   | <b>4B3</b> 7:6  |
|  | <b>200-foot</b> 9:5,15<br>10:2 11:3,6              |   | <b>5</b>  |
|  | <b>2004</b> 85:12                                  |   | <b>5</b> 137:8  |
|  | <b>2006</b> 10:1,14 20:1                           |   |   |
|  | <b>2010</b> 73:1                                   |   |   |
|  | <b>2018</b> 147:12,17,<br>21,23                    |   |   |

|                                       |   |  |   |
|---------------------------------------|---|--|---|
| <b>50,000</b> 74:14                   | <b>89</b> 12:1 35:22<br>69:12                                 | <b>Accepting</b> 137:12  | 15,21,25 25:3,6,9,<br>14,17,23 26:3,5,<br>11,14 27:6 28:3,<br>14,20 29:1,4 31:5                                     |
| <b>500</b> 90:5,9                     | <b>8:00</b> 111:22  | <b>access</b> 61:4   |   |
| <b>50s</b> 158:9                      | <b>8:15</b> 96:8  | <b>accompanies</b><br>125:17   | <b>add</b> 50:4 68:17<br>71:12 72:2 86:7<br>89:5 136:8  |
| <b>540</b> 11:20                      |   | <b>accordance</b> 13:7<br>37:4   |   |
| <b>56</b> 37:24 38:11                 | <b>9</b>  | <b>account</b> 107:10<br>139:21 143:21<br>148:2,5  | <b>addition</b> 14:24<br>15:12,18 42:11<br>51:3   |
| <b>58</b> 106:3,4                     | <b>9</b> 97:14 105:8<br>124:17                                | <b>accurate</b> 81:2   | <b>additional</b> 27:9<br>35:20 42:17<br>45:10,20,22 56:25<br>117:14,18   |
| <b>59</b> 51:18                       | <b>93</b> 40:8 43:5   | <b>acknowledged</b><br>142:17  | <b>additionally</b><br>140:14,25  |
| <b>5th</b> 117:18                     | <b>9:07</b> 133:10  | <b>acquire</b> 124:22  | <b>additions</b> 138:21   |
| <b>6</b>                              | <b>9:15</b> 133:11  | <b>acre</b> 9:24 10:10<br>15:9   | <b>address</b> 136:22<br>138:15   |
| <b>6</b> 94:5 137:8                   | <b>9:30</b> 111:3,9,11,12<br>136:25 137:1                     | <b>act</b> 63:16 122:4<br>132:21   | <b>addresses</b> 136:19   |
| <b>605.070</b> 56:11                  | <b>9:35</b> 152:23  | <b>acting</b> 7:23   | <b>adequate</b> 140:18  |
| <b>605.070(C)(3)</b> 55:3             | <b>9:45</b> 154:22  | <b>action</b> 8:15 11:10<br>65:6,8 121:13  | <b>adhere</b> 14:7 15:6   |
| <b>605.070(C)(6)</b> 55:3             | <b>9th</b> 58:23 59:2<br>63:8 75:1,5 78:2,<br>13 79:2 80:13   | <b>actions</b> 62:4 72:7   | <b>Adjustment</b> 5:5,9<br>21:17 28:7 30:3<br>35:16 45:15,22<br>50:11 54:15 62:19<br>67:19 86:23<br>90:19,22 161:18 |
| <b>605.250</b> 54:22<br>56:11         | 97:6,13 108:15,18<br>109:6 113:9                              | <b>active</b> 106:19   | <b>administrative</b><br>68:10 69:3 70:12   |
| <b>63107</b> 136:24                   | 116:10 117:14,16<br>142:18 146:4<br>154:1 156:17<br>157:10,11 | <b>activities</b> 110:17   | <b>administrator</b><br>55:6 56:14 60:21<br>63:15 64:15 68:1,<br>11,16 70:21 90:21<br>142:16 160:1,8,21<br>161:2,9  |
| <b>65</b> 18:10                       | <b>A</b>  | <b>activity</b> 82:9 88:14<br>142:13   | <b>administrator's</b><br>7:10 60:24 69:16<br>160:25  |
| <b>650.070</b> 54:25                  | <b>A-1</b> 83:5   | <b>acts</b> 100:9,18<br>110:11,13 115:20<br>131:14   | <b>admission</b> 83:3   |
| <b>6:18</b> 5:2                       | <b>A-E</b> 144:19   | <b>actual</b> 26:23<br>115:12 129:2  | <b>admit</b> 145:9  |
| <b>6:20</b> 5:7                       | <b>a.m.</b> 111:3,11<br>136:25                                | <b>ad</b> 53:8 109:9,12  |   |
| <b>6th</b> 5:7 73:7                   | <b>ability</b> 14:21 60:5<br>69:14                            | <b>Adams</b> 13:20,22<br>16:2,4,7,10,20,25<br>17:5,7,10,14,24<br>18:1,7,13,18,21<br>19:5,24 20:5,7<br>21:9,13,18,24<br>22:3,23 23:11,13,<br>16,19,22 24:2,5, |   |
| <b>7</b>                              | <b>absent</b> 156:25  |  |   |
| <b>7</b> 35:10,12 44:6                | <b>absolutely</b> 21:18<br>22:3 145:24<br>154:13,19           |  |   |
| <b>7.3</b> 38:16                      | <b>accept</b> 71:25   |  |   |
| <b>70</b> 58:22,24 59:1<br>74:3       | <b>acceptable</b> 80:7  |  |   |
| <b>8</b>                              |   |  |   |
| <b>822</b> 7:6 33:18,24<br>34:9,11,24 |   |  |   |
| <b>87</b> 40:19                       |   |  |   |
| <b>88</b> 40:18                       |   |  |   |

|   |  |   |  |
|---|--|---|--|
| <p>154:25 155:14<br/> <b>admitted</b> 60:12<br/>             83:9 145:16,25<br/> <b>admitting</b> 140:23<br/> <b>ads</b> 149:4 150:19<br/>             151:18<br/> <b>adult</b> 104:16<br/>             106:13 127:22<br/>             128:6 129:3<br/>             146:11<br/> <b>Adultlook</b> 138:10<br/>             147:23<br/> <b>adultlook.com</b><br/>             104:15,17<br/> <b>advantage</b> 115:16<br/> <b>adventures</b> 38:6<br/> <b>advertise</b> 101:20,<br/>             21,22 103:6 105:5<br/>             118:22 126:21<br/>             129:6,14 138:5<br/>             143:7<br/> <b>advertised</b> 119:2<br/>             126:16 127:22<br/> <b>advertisement</b><br/>             104:24 118:9<br/>             127:5,6 129:2<br/>             135:3,8,9,11<br/>             136:17 137:7,23<br/>             138:1 140:4<br/>             156:23<br/> <b>advertisements</b><br/>             104:21 118:20<br/>             126:22 127:1<br/>             143:2 146:10<br/> <b>advertises</b> 102:8<br/>             138:6<br/> <b>advertising</b><br/>             103:12,14,16,18,<br/>             20,22 105:4,5,6<br/>             107:7 142:20,23<br/>             143:11</p> | <p><b>advised</b> 8:2<br/>             156:16<br/> <b>aerial</b> 44:20 47:1,<br/>             3,5<br/> <b>affidavit</b> 7:14<br/> <b>affirm</b> 67:22 68:3,<br/>             4,22 69:4 160:23,<br/>             24<br/> <b>afternoon</b> 75:5<br/> <b>age</b> 58:22 59:1<br/>             138:7<br/> <b>agency</b> 8:17<br/> <b>agenda</b> 33:15,22<br/>             53:20 54:5<br/> <b>agent</b> 153:10<br/> <b>agree</b> 65:7 141:21<br/> <b>agreed</b> 119:22<br/> <b>agreement</b> 64:6<br/>             76:16 79:9 82:6,7,<br/>             21,22 88:13,17<br/>             89:4<br/> <b>ahead</b> 5:11 23:11<br/>             37:21 71:16 72:14<br/>             99:12 107:1<br/>             122:21 142:4<br/>             144:21 146:20<br/>             156:9<br/> <b>Ahner</b> 5:18 8:21,<br/>             22 9:3,4 13:17<br/>             18:23 27:20 33:20<br/>             41:10 45:11 46:7,<br/>             12 47:1 50:4,10<br/>             146:24<br/> <b>Airport</b> 15:8<br/> <b>ajar</b> 64:12<br/> <b>alert</b> 146:10<br/> <b>allegation</b> 59:9<br/> <b>allergies</b> 47:6<br/> <b>allowed</b> 12:17</p> | <p>24:17 36:13,14<br/>             82:8 83:17 93:14<br/>             95:19<br/> <b>allowing</b> 12:25<br/>             36:22<br/> <b>alter</b> 138:20<br/>             140:18<br/> <b>alteration</b> 12:8<br/>             36:4<br/> <b>altered</b> 140:19<br/> <b>alyssa</b> 5:18 8:22<br/>             9:3 15:16 17:14<br/>             33:20 38:13<br/> <b>America</b> 83:19<br/> <b>American</b> 75:19<br/>             83:20 150:21<br/> <b>amount</b> 14:9,12<br/>             24:10 157:23<br/>             158:5<br/> <b>announce</b> 55:9,<br/>             11,18<br/> <b>anonymous</b><br/>             116:17<br/> <b>anus</b> 120:12<br/> <b>anymore</b> 157:4<br/> <b>anyone's</b> 140:20<br/> <b>apartment</b> 82:2<br/>             85:24,25 89:15,17<br/>             99:24 116:8<br/>             124:5,8<br/> <b>apparently</b> 94:23<br/> <b>appeal</b> 7:9 8:14<br/>             55:3,8 56:6,15,23<br/>             57:2 58:1 61:2<br/>             64:16 65:1 69:15<br/> <b>appeals</b> 12:2<br/>             35:23<br/> <b>appeared</b> 64:19<br/> <b>appears</b> 47:23</p> | <p>87:21 95:22 96:4<br/>             153:5<br/> <b>applaud</b> 21:4<br/> <b>applicant</b> 9:14,20<br/>             11:8 13:15 35:13,<br/>             17 45:12<br/> <b>applicants</b> 34:6<br/> <b>application</b> 7:12<br/>             12:6 36:2 56:20<br/> <b>apply</b> 90:9,22<br/> <b>appointed</b> 30:1,2<br/> <b>appointment</b><br/>             118:6 119:6,8<br/> <b>appointments</b><br/>             127:10<br/> <b>appreciated</b> 63:23<br/> <b>approach</b> 82:16<br/> <b>appropriately</b><br/>             29:21<br/> <b>approval</b> 5:25 6:3,<br/>             5 16:13,14 35:1,<br/>             20 41:15,23 52:14<br/>             53:4<br/> <b>approvals</b> 10:24<br/> <b>approve</b> 6:14,17,<br/>             19,21 8:10 35:16<br/>             45:18 52:21,24<br/>             53:3,16 160:19<br/> <b>approved</b> 6:23<br/>             10:23 15:12 33:12<br/>             34:16 35:4 53:5,<br/>             22<br/> <b>approximately</b><br/>             87:12 120:18<br/> <b>April</b> 76:5 77:12<br/>             85:12,15,21 92:13<br/>             121:18 151:13,14<br/> <b>arbitrary</b> 68:12<br/>             69:17 70:22</p> |
|---|--|---|--|

|  |   |  |   |
|--|---|--|---|
| <p><b>area</b> 11:25 14:4<br/>15:6 22:10 23:3<br/>47:23 48:13 49:3<br/>96:2,17 124:2</p> <p><b>argue</b> 102:18</p> <p><b>argument</b> 102:19</p> <p><b>arrest</b> 59:13 60:19<br/>97:17 105:13<br/>132:12</p> <p><b>arrested</b> 60:12,16<br/>64:19 81:16,22<br/>97:11,15,21<br/>105:8,12 108:16</p> <p><b>arrests</b> 59:11 60:9<br/>81:15 109:2</p> <p><b>arrived</b> 59:2</p> <p><b>arrow</b> 19:10,11,15<br/>25:12</p> <p><b>article</b> 95:18</p> <p><b>ascertain</b> 117:22</p> <p><b>Asian</b> 135:19<br/>137:8 138:6</p> <p><b>asks</b> 65:21</p> <p><b>aspect</b> 28:18<br/>153:23</p> <p><b>aspects</b> 27:13</p> <p><b>assert</b> 145:14</p> <p><b>assigned</b> 113:15</p> <p><b>assignment</b><br/>113:2,6,8,11,12</p> <p><b>assist</b> 114:16</p> <p><b>assistant</b> 5:20</p> <p><b>Association</b> 114:9</p> <p><b>assuming</b> 139:23</p> <p><b>attached</b> 34:10<br/>106:16,17</p> <p><b>attempt</b> 124:22</p> | <p><b>attend</b> 119:8</p> <p><b>attendance</b> 5:10,<br/>16</p> <p><b>attention</b> 124:17<br/>152:25 155:12<br/>156:21</p> <p><b>attorney</b> 5:16,17<br/>54:14 55:14 57:9,<br/>24 96:10</p> <p><b>attracted</b> 136:13</p> <p><b>audience</b> 28:4<br/>30:18 52:4</p> <p><b>August</b> 6:1 60:19<br/>64:16 78:23 79:4<br/>90:15 105:21,22<br/>109:1</p> <p><b>authenticate</b><br/>82:17 107:22</p> <p><b>authenticated</b><br/>140:17</p> <p><b>authorize</b> 161:19</p> <p><b>automated</b> 140:4</p> <p><b>automobiles</b><br/>13:25</p> <p><b>avoid</b> 82:3</p> <p><b>aware</b> 32:1 60:19<br/>77:12 78:7 80:9,<br/>13 97:20 123:9</p> <p><b>awkward</b> 134:15</p> <hr/> <p style="text-align: center;"><b>B</b></p> <hr/> <p><b>BA-01-2024</b> 54:5</p> <p><b>BA-012025</b> 52:13</p> <p><b>BA-02-01-2025</b> 7:4</p> <p><b>BA-02-2024</b> 6:24</p> <p><b>BA012024</b> 7:8<br/>53:20 159:17</p> <p><b>BA012025</b> 33:16,</p> | <p>22</p> <p><b>BA022024</b> 8:18,<br/>20,24</p> <p><b>back</b> 13:16 22:6<br/>24:16,17 25:21<br/>26:13 30:21 38:1,<br/>7 44:3 46:6 47:13<br/>48:10,12 50:19,25<br/>62:11 71:18 75:7,<br/>16 76:14,18 77:14<br/>78:21 79:2 92:17<br/>95:3,14 96:19<br/>97:5 118:13<br/>120:19,21,23<br/>121:17 124:4<br/>125:13 128:6<br/>133:10,13,25<br/>142:17 146:4<br/>151:23 154:23<br/>156:17</p> <p><b>background</b> 9:23<br/>19:23 54:10,12</p> <p><b>backing</b> 40:25</p> <p><b>Backpage</b> 118:16</p> <p><b>Backpages</b> 150:5</p> <p><b>backs</b> 41:1</p> <p><b>backyard</b> 14:10,21<br/>23:15 24:1 43:22</p> <p><b>backyards</b> 28:12<br/>43:7</p> <p><b>bad</b> 65:14</p> <p><b>Baker</b> 5:20</p> <p><b>Baldwin</b> 124:9</p> <p><b>Barb</b> 6:20 33:9<br/>53:2 161:14</p> <p><b>Barbara</b> 5:14</p> <p><b>barbecue</b> 14:19<br/>18:1</p> <p><b>barbecuing</b> 27:4</p> <p><b>barbershop</b> 95:20</p> | <p><b>barely</b> 27:3</p> <p><b>barrier</b> 115:13</p> <p><b>Barring</b> 52:3</p> <p><b>based</b> 21:1 23:3<br/>31:7 32:22 37:9<br/>55:1 68:24 69:1,2,<br/>24 70:1,3,4 72:4<br/>89:23 106:10<br/>122:19 123:13,21<br/>132:15 142:11<br/>150:4,6,12,17,22<br/>158:14</p> <p><b>basic</b> 141:5</p> <p><b>basically</b> 39:16</p> <p><b>basin</b> 23:7</p> <p><b>basins</b> 15:2,4<br/>22:13</p> <p><b>basis</b> 22:16 61:11<br/>106:21 107:1<br/>140:23</p> <p><b>battery</b> 130:3</p> <p><b>bear</b> 58:5</p> <p><b>bed</b> 88:5 100:14</p> <p><b>bedroom</b> 42:11</p> <p><b>beg</b> 84:15,21</p> <p><b>began</b> 53:21 67:15</p> <p><b>begin</b> 31:21</p> <p><b>beginning</b> 88:18<br/>91:24 136:22</p> <p><b>behalf</b> 56:17</p> <p><b>behavior</b> 81:23<br/>116:18</p> <p><b>beliefs</b> 55:1</p> <p><b>believed</b> 60:18<br/>61:8</p> <p><b>Ben</b> 5:17 55:25</p> <p><b>benefit</b> 57:15</p> |
|--|---|--|---|

|                            |                          |                            |                           |
|----------------------------|--------------------------|----------------------------|---------------------------|
| <b>berms</b> 26:18,19      | <b>Board's</b> 8:16      | 155:5 156:21               | <b>C</b>                  |
| <b>big</b> 39:6 49:3 84:3  | <b>board-style</b> 149:5 | <b>Budoor</b> 30:23        | <b>C-A-L-L-E-S-C-O-</b>   |
| <b>bigger</b> 40:11        | <b>boards</b> 106:22     | 31:18,23 32:14,17          | <b>R-T.ORG</b> 104:10     |
| <b>biggest</b> 22:4        | 107:3,9,19               | <b>build</b> 7:2 18:3 22:9 | <b>call</b> 5:5 6:10 33:1 |
| <b>bioretention</b> 15:2,  | <b>body</b> 70:16 141:17 | 24:9 38:7,23,24            | 52:19 100:16              |
| 4 22:13,15 23:7            | <b>bodyrubs.com</b>      | <b>builder</b> 15:18       | 118:5 135:12              |
| <b>birth</b> 73:6          | 104:12                   | <b>building</b> 13:4 21:3  | 160:17                    |
| <b>bit</b> 9:10,12,23 19:1 | <b>books</b> 59:5 76:24  | 25:21 37:1 39:4            | <b>called</b> 7:17 13:24  |
| 24:4 30:10 34:3            | 77:2                     | 42:6 69:9 89:11            | 38:3 103:7 127:10         |
| 50:24 69:9 88:17           | <b>boss</b> 101:11 105:2 | <b>buildings</b> 12:8      | 130:6                     |
| 91:22 95:6 121:9           | 125:24 126:24            | 36:4                       | <b>Callescott</b> 136:9   |
| <b>Blesener</b> 5:19       | <b>bot</b> 149:4,10      | <b>built</b> 14:6 28:12    | <b>callescott.org</b>     |
| 6:10,13,16,18,20           | <b>bots</b> 129:7 140:1  | 38:8 43:3 46:19            | 104:8 136:6               |
| 25:4 33:2,5,7              | 148:25 156:25            | <b>bulk</b> 132:1          | 147:16 148:10             |
| 52:20,23,25 53:2           | <b>bought</b> 49:4 74:8, | <b>bunch</b> 40:23         | <b>calling</b> 119:6      |
| 160:16,18 161:10,          | 10,14                    | <b>business</b> 5:25       | 161:8                     |
| 12,14                      | <b>Boulevard</b> 7:9     | 7:12 54:25 55:7            | <b>calls</b> 112:11       |
| <b>Block</b> 5:12 6:16,17  | 54:6 58:3 116:24         | 56:19,21 57:25             | <b>Cao</b> 55:15 57:24    |
| 26:22 27:16 29:16          | 136:23                   | 58:2 61:1 65:2,9,          | 58:6 72:18,24             |
| 32:5 33:5,6 52:17,         | <b>boundary</b> 7:1 9:6, | 13,14 71:23 72:3           | 97:3 116:6 124:7,         |
| 23,24 160:15               | 16,20                    | 85:19,22 86:5              | 15 125:5,23               |
| 161:10,11                  | <b>brackets</b> 7:3      | 87:3,14,15,19,25           | 126:15 145:12             |
| <b>bluff</b> 9:18 11:18    | <b>break</b> 75:8 111:20 | 88:8 89:1,18 92:7,         | 146:7 152:24              |
| <b>Bluffs</b> 6:25 8:18,   | 133:8                    | 19 93:24 95:3,6            | 155:12                    |
| 24 9:24 10:10,17           | <b>Brendan</b> 5:12 6:16 | 96:3 98:20,22              | <b>capacious</b> 68:12    |
| 11:19 29:13                | 29:16 33:5 52:23         | 103:18 110:2               | <b>capacity</b> 28:22     |
| <b>board</b> 5:5,8,10      | 161:10                   | 126:25 128:17              | 152:15                    |
| 6:23 7:22 8:7,13           | <b>briefly</b> 63:22     | 145:13 150:18              | <b>capricious</b> 69:18   |
| 11:10 12:15 13:1           | <b>bring</b> 66:6 76:22  | 153:13,14,16,19            | 70:22                     |
| 21:16 28:7 29:11           | 112:1                    | 154:4 157:1 158:3          | <b>car</b> 100:7 124:12,  |
| 30:2 35:15 36:10,          | <b>bringing</b> 14:3     | 161:6                      | 13                        |
| 23 45:15,17,21             | <b>brings</b> 136:15     | <b>businesses</b> 115:4,   | <b>card</b> 75:20,22      |
| 49:9 50:11 52:12           | 137:6                    | 5,18                       | <b>care</b> 53:15 86:2    |
| 54:15 62:19 63:18          | <b>Brooking</b> 41:1     | <b>businessmen</b>         | 156:22                    |
| 67:19 86:23 87:1,          | 47:10,14                 | 103:11                     | <b>carefully</b> 38:5     |
| 2 90:18,22 96:20           | <b>brothels</b> 118:22   | <b>busy</b> 111:21         | <b>carrying</b> 12:4      |
| 99:1 102:7 107:23          | <b>brought</b> 15:4      | <b>buttock</b> 120:3       | 35:25                     |
| 119:20 128:9               | 27:18 56:2 58:12         | <b>buttocks</b> 120:9,10   | <b>case</b> 10:9 30:9     |
| 131:19 134:23              | 66:8 86:20 115:7         | 74:4,7                     | 31:25 70:13 82:10         |
| 137:15 143:5               |                          |                            |                           |
| 149:9 156:7                |                          |                            |                           |
| 159:14 161:18              |                          |                            |                           |

|   |  |  |   |
|---|--|--|---|
| 86:21 107:20<br>115:6 122:11<br>132:22 152:25<br><b>cases</b> 48:8<br><b>cash</b> 137:12<br>157:19,21,24<br>158:5,7<br><b>caution</b> 152:19<br><b>cell</b> 20:16,18<br><b>center</b> 135:21<br><b>cetera</b> 38:23 49:18<br>96:1<br><b>chair</b> 5:3,8,15,24<br>6:1,4,8,14,22 7:13<br>13:12,18 16:1,3,5,<br>8,19,21 17:1,6,8,<br>11,20,25 18:2,12,<br>14,19,22 19:3,22,<br>25 20:6,20,24,25<br>21:11,14,19,25<br>22:18,20 25:11,15<br>26:4 27:17,22<br>28:4,21 29:2,9,15,<br>17 30:8,15,16,19,<br>22,24 31:2,6,10,<br>14,20 32:9,16,21<br>33:3,11 37:9,16<br>39:18,20,24 40:1,<br>5,9,14,16,21 41:5,<br>25 42:20,25<br>44:12,14,18 45:25<br>46:2,25 47:3,15,<br>17,20 48:18,22<br>49:6,8,20 50:2,13<br>51:7,10,13,21<br>52:3,10,11,12,15,<br>18,21 53:4,13,17,<br>19,24 54:4,11<br>56:7,23 57:11<br>58:24 63:17,20,25<br>66:19,25 67:9,15,<br>24 68:2 70:6 71:3,<br>9,11 72:6,9,11,14<br>83:2,8 85:4,7 | 86:9,14,17 87:1,7,<br>10,17 88:7,16<br>89:8,17,22 92:1<br>93:12 95:15 96:7,<br>13,16,22 98:10,<br>13,17 99:12<br>102:13,21,24<br>103:2 104:1<br>106:10,19,24<br>107:14,15,17,24<br>108:1,4,7,11<br>109:21,22 111:24<br>112:10 122:21<br>123:14 129:25<br>133:4,13,18,21<br>134:7,10,13<br>139:15 141:10,15,<br>20 142:5 143:24<br>144:3,7,12,18,20<br>145:8,20,24<br>146:4,17,20,23,25<br>147:4 152:7,22<br>153:3 154:7,13,<br>16,19,21,25<br>155:5,17,20,23<br>156:2,6,9,11,13<br>157:7,11,13,25<br>158:6,9,11,13<br>159:3,7,11,16<br>160:4,6,13,16,19,<br>24 161:3,5,7,19<br><b>chairs</b> 54:18,19,23<br><b>challenge</b> 14:22<br><b>challenges</b> 11:16<br>14:24<br><b>challenging</b> 14:2,<br>5<br><b>chance</b> 54:16<br>133:15 134:5<br>143:25 144:22<br><b>change</b> 12:19<br>36:16 42:2 43:17<br>139:7 148:7<br><b>changed</b> 132:19 | 156:20 157:2<br><b>Chapter</b> 12:1<br>35:22 69:11<br><b>character</b> 12:20<br>36:17<br><b>charge</b> 122:9<br><b>charges</b> 65:19<br><b>Charlie</b> 114:8<br><b>chat</b> 88:4<br><b>checked</b> 127:18<br><b>Chesterfield</b> 5:6<br>8:23 21:3 33:21<br>37:24 56:1 58:4<br>60:20 81:10 87:4<br>88:20 116:12,16<br>117:1 136:23<br>153:15<br><b>child</b> 113:23<br><b>children</b> 83:21<br>113:22<br><b>China</b> 58:18<br><b>Chinese</b> 58:8<br>82:22<br><b>chosen</b> 10:4<br><b>Chris</b> 5:17 54:13<br>55:13 116:16<br><b>Circuit</b> 8:15<br><b>cities</b> 130:10<br><b>citizen</b> 58:15<br>83:21<br><b>citizens</b> 75:21<br><b>city</b> 5:6,16 7:9<br>8:23 20:21 24:8<br>25:1 27:17 29:9,<br>18,25 33:21 37:19<br>50:2 54:14,22<br>55:5 56:1,6,14,20<br>60:21,23 61:6,19<br>64:15 65:8 66:12, | 13,22 67:17,25<br>68:11,16 69:15,20<br>70:21 81:10<br>84:16,18,23,25<br>86:3 89:7 90:21<br>112:11 117:1<br>130:10 133:8<br>139:13,17,18<br>142:16 144:19<br>159:10 160:1,7,8,<br>20,24 161:1,9<br><b>city's</b> 7:11 56:22<br>134:19,21 135:15<br>136:4,18 137:2,25<br>138:17 139:13<br>145:16 152:11<br><b>claim</b> 76:6<br><b>claiming</b> 131:15<br><b>clarification</b> 6:12<br>9:2 33:19 41:7<br>46:3 72:17 74:23<br>77:17 86:18 92:25<br>101:3 159:19<br><b>clarified</b> 27:21<br><b>clarify</b> 25:8 28:7<br>42:15 103:13<br>107:17 157:25<br><b>classify</b> 48:19<br><b>clear</b> 16:21 48:16,<br>17 62:16 77:11<br>107:16 131:25<br>132:6<br><b>click</b> 135:4,9<br>136:12,14 137:4<br><b>clicked</b> 137:5<br><b>client</b> 55:12 56:17<br>57:14 59:18<br>108:12 110:15,18,<br>22 139:24 140:1,6<br>141:5 142:11<br>154:12,18 161:22<br><b>clients</b> 110:1,11 |
|---|--|--|---|

|  |  |   |   |
|--|--|---|---|
| 111:15 145:15  | 145:9  | <b>concluded</b> 61:12  | <b>Congratulations</b><br>51:20                                     |
| <b>cliff</b> 14:7  | <b>commercial</b><br>137:13                            | <b>concludes</b> 13:9<br>37:5   | <b>consideration</b><br>11:11 32:25                                 |
| <b>climaxes</b> 131:21   | <b>Commission</b><br>34:15 35:1,20<br>41:14 45:19 46:9 | <b>conclusion</b> 61:14   | <b>considered</b> 8:3<br>12:15 36:10 42:8,<br>9                     |
| <b>close</b> 61:10 93:10<br>111:22 120:12                                    | <b>committed</b> 132:21                                | <b>conclusions</b> 7:10<br>55:5 56:13 69:21<br>142:15 161:20  | <b>conspiracy</b><br>143:15   |
| <b>closed</b> 95:24  | <b>committing</b> 64:13                                | <b>concrete</b> 16:9,11,<br>14,17,24 17:8<br>18:5 19:12,13<br>21:5 25:18 26:24                              | <b>construct</b> 7:7 9:7,<br>21 11:3 18:4<br>33:18,25 34:9          |
| <b>closer</b> 9:10 15:5<br>42:20,21 57:16<br>120:17                          | <b>common</b> 42:13,15<br>114:16                       | <b>condition</b> 28:8<br>71:19  | <b>constructed</b> 11:19<br>34:19                                   |
| <b>closes</b> 84:1,2   | <b>communicate</b><br>110:1                            | <b>conditions</b> 68:17<br>72:1,3   | <b>construction</b><br>10:25 12:8 18:25<br>19:2 36:4                |
| <b>closest</b> 19:11<br>48:13,14   | <b>communicating</b><br>109:24                         | <b>condominium</b><br>38:2,3  | <b>contact</b> 64:14 74:1<br>80:10,15 149:14                        |
| <b>closing</b> 102:19<br>124:2   | <b>community</b> 58:12                                 | <b>condone</b> 59:10  | <b>contacted</b> 116:12,<br>15 117:7 149:18                         |
| <b>clubs</b> 130:12  | <b>company</b> 58:7<br>101:20 105:2,4<br>136:19        | <b>conduct</b> 62:15<br>64:9 65:14 72:5<br>88:22 100:25<br>110:9,12 117:13,<br>14,18 123:22<br>126:7 142:23 | <b>contacting</b> 149:16  |
| <b>co-located</b> 89:18  | <b>compare</b> 70:18                                   | <b>conducted</b> 98:19,<br>20,23 124:21,24<br>154:2 157:8,20  | <b>content</b> 139:8<br>140:13                                      |
| <b>Cochran</b> 121:25<br>122:15 123:9<br>127:10                              | <b>comparison</b> 11:6<br>70:23                        | <b>conducting</b><br>117:21 153:14  | <b>context</b> 160:1  |
| <b>Cochran's</b> 123:1   | <b>complaints</b> 78:5<br>79:21 116:21                 | <b>conferences</b><br>114:11  | <b>continue</b> 28:24<br>72:12 99:3 123:15<br>140:5 146:1<br>155:25 |
| <b>code</b> 10:6,11,14<br>21:20 62:6 63:10,<br>13,15 110:9,12<br>143:7 144:5 | <b>complete</b> 84:15                                  | <b>configure</b> 54:16  | <b>continued</b> 105:20<br>120:16 153:17                            |
| <b>codes</b> 42:2 100:25<br>142:22   | <b>completed</b> 83:23<br>119:25                       | <b>confront</b> 60:11   | <b>continuing</b> 9:4<br>153:24                                     |
| <b>cold</b> 39:1 48:25   | <b>completely</b> 17:18<br>22:12 51:14<br>143:16       | <b>confused</b> 16:8,22<br>26:22 69:24 71:3<br>98:6 106:12  | <b>contours</b> 11:25   |
| <b>collage</b> 135:6<br>138:12   | <b>completion</b> 13:7<br>37:3                         | <b>confusing</b> 70:11<br>159:23  | <b>control</b> 105:2  |
| <b>collages</b> 134:2  | <b>compliance</b> 87:23                                | <b>confusion</b> 107:16   | <b>conversation</b><br>130:14                                       |
| <b>columns</b> 38:19   | <b>comply</b> 11:15                                    |   | <b>cook</b> 27:12   |
| <b>comfortable</b> 64:13<br>67:9   | <b>compound</b> 98:8                                   |   | <b>cooking</b> 27:9,10  |
| <b>comment</b> 31:8,11,<br>12 42:23 52:5<br>130:24 144:7                     | <b>computer</b> 139:2,<br>11                           |   |   |
| <b>comments</b> 8:20<br>29:19,22 31:1,7<br>32:18 49:18 50:14                 | <b>concerns</b> 17:19<br>29:19                         |   |   |

|   |  |  |   |
|---|--|--|---|
| <p><b>cooperated</b> 81:12<br/> <b>cooperative</b><br/> 149:21<br/> <b>coordinated</b> 122:5<br/> <b>copies</b> 86:21<br/> <b>copy-paste</b><br/> 139:22<br/> <b>corner</b> 22:14 23:6<br/> 26:11<br/> <b>correct</b> 17:7,9,13,<br/> 23 18:6,7 19:5<br/> 21:13 23:16 24:2,<br/> 15,21,25 25:6,14,<br/> 17 26:3,11,14<br/> 28:14 29:12 39:22<br/> 41:9,10 46:12<br/> 47:11 68:18 73:5,<br/> 8,9,24 74:19<br/> 77:13,25 78:3,17<br/> 79:8,19,20 80:23,<br/> 24 82:23 85:19<br/> 89:19 92:4,7,9,11,<br/> 21,24 94:5 95:1<br/> 97:8,10,23 99:19,<br/> 23,25 100:5,19,<br/> 20,21 101:1,7,9,<br/> 10,12,14,19,24<br/> 103:23 105:9,10,<br/> 12 106:1,2,4,18<br/> 113:15,16 114:2<br/> 116:4,9,22 117:20<br/> 121:15,19 122:8,<br/> 12,24 123:7<br/> 124:10 125:6,20,<br/> 25 126:14 127:8,<br/> 12,15,16 129:8,<br/> 10,15,23 130:19<br/> 131:4,7,24 132:5,<br/> 8 139:9,12 144:8,<br/> 10 146:15 148:23<br/> 150:2,3,10,11,13,<br/> 14,16 151:22,23<br/> 156:19 157:4,5<br/> <b>correctly</b> 57:5</p> | <p><b>cost</b> 84:12 144:15<br/> 151:21<br/> <b>council</b> 20:22<br/> 32:2,14 33:13<br/> <b>counsel</b> 30:1<br/> <b>Countian</b> 56:12<br/> <b>countries</b> 115:11<br/> 150:5<br/> <b>country</b> 150:23<br/> <b>county</b> 8:15 56:3<br/> 61:16,21 62:6<br/> 81:10 112:13,22<br/> 114:21<br/> <b>couple</b> 37:25<br/> 54:18,19,23 85:5<br/> 96:1 108:8 116:21<br/> <b>couples</b> 110:6<br/> <b>court</b> 5:21 6:12<br/> 8:15 9:2 30:7<br/> 33:19 57:3 70:15<br/> 72:17 83:7 86:18<br/> 92:25 106:24<br/> 159:19<br/> <b>Cove</b> 34:5 47:22<br/> <b>cover</b> 17:4,22,25<br/> 26:19 56:9<br/> <b>covered</b> 120:23<br/> <b>covering</b> 18:4<br/> 34:11<br/> <b>covertly</b> 117:10<br/> <b>Covid</b> 93:4 95:3,5,<br/> 19 98:20<br/> <b>Covid-19</b> 93:8<br/> <b>create</b> 28:18<br/> <b>credible</b> 155:7<br/> <b>Creek</b> 9:13 10:7<br/> <b>Crimes</b> 113:22<br/> <b>criminal</b> 96:17<br/> 152:20</p> | <p><b>critical</b> 152:8<br/> 153:20<br/> <b>cross</b> 96:12,14,16<br/> 144:23 145:18<br/> 156:1,2<br/> <b>Cross-</b><br/> <b>examination</b> 97:1<br/> 145:23 147:7<br/> <b>cross-examine</b><br/> 144:1<br/> <b>cul-de-sac</b> 47:8<br/> <b>cultural</b> 115:14<br/> <b>curious</b> 93:23<br/> <b>currency</b> 158:8<br/> <b>current</b> 113:2<br/> <b>custody</b> 59:4<br/> 60:17<br/> <b>customer</b> 110:22<br/> 131:21 137:18,20<br/> 149:22<br/> <b>customers</b> 80:11,<br/> 15 111:14<br/> <b>customers'</b> 78:8,<br/> 16,25<br/> <b>cut</b> 95:25</p> <hr/> <p style="text-align: center;"><b>D</b></p> <hr/> <p><b>dais</b> 31:3<br/> <b>Dan</b> 20:22<br/> <b>date</b> 73:6 79:6<br/> 97:12,13,14<br/> 113:14 130:22<br/> 138:15<br/> <b>dated</b> 19:1<br/> <b>dates</b> 58:4<br/> <b>daughter</b> 83:22<br/> 84:6,14 85:2 86:1<br/> 92:23</p> | <p><b>daughter's</b> 84:12<br/> 85:25<br/> <b>day</b> 60:15,21,22<br/> 76:23 77:21,22,<br/> 23,25 78:2,13,23<br/> 100:10 105:11,24<br/> 108:21,23,24<br/> 111:5,13 117:6<br/> 121:14 141:1<br/> 151:15<br/> <b>days</b> 8:16 52:1<br/> 111:3 137:1<br/> <b>de</b> 68:25 69:24<br/> 70:2,10,17,22<br/> <b>deal</b> 27:5 107:6<br/> <b>dealing</b> 30:5 93:4<br/> 94:19 95:1,12<br/> <b>decent</b> 157:23,25<br/> <b>decide</b> 90:21<br/> 101:16<br/> <b>decided</b> 38:4<br/> 155:19<br/> <b>decision</b> 7:11 8:8,<br/> 13,17 13:1,8 30:6<br/> 36:23 37:4 60:24<br/> 65:1 67:25 68:10,<br/> 16,22,23,24 69:5,<br/> 16,17,21 70:2,19,<br/> 20,21,23,25 71:1,<br/> 8 154:11 159:25<br/> 161:1,3,9,11,13,<br/> 16<br/> <b>deck</b> 16:12 34:19,<br/> 23 35:2,7,10,15<br/> 38:17 40:1,2,5,12,<br/> 19 41:8,13,16,18,<br/> 21,22 42:2,4 45:4,<br/> 8,14,17,24 46:14,<br/> 21 49:12<br/> <b>decks</b> 34:16 42:7<br/> 47:25 48:12<br/> <b>default</b> 84:5</p> |
|---|--|--|---|

|   |  |  |  |
|---|--|--|--|
| <b>degree</b> 145:13  | 123:1,9 127:10   | <b>difficulty</b> 11:9<br>12:14,22 36:9,19               | <b>drive</b> 34:6 47:22<br>100:6                           |
| <b>degrees</b> 50:18  | 130:5 134:17,18<br>135:23 137:22   | <b>Direct</b> 72:19<br>112:15 124:17                     | <b>drop</b> 26:15  |
| <b>delay</b> 155:13   | 143:12,19,22<br>146:4 152:13   | <b>directly</b> 19:8                                     | <b>dropoff</b> 23:24<br>28:13                              |
| <b>deletions</b> 138:21   | 153:25   | <b>disadvantage</b><br>115:15                            | <b>dropping</b> 11:22                                      |
| <b>Deliberation</b> 29:10   | <b>detectives</b> 114:14<br>123:22 125:7<br>132:20   | <b>disagree</b> 71:25                                    | <b>drops</b> 11:20 19:8                                    |
| <b>deliberations</b><br>50:21   | <b>determination</b><br>70:16,18   | <b>discretion</b> 68:7                                   | <b>due</b> 90:19,25<br>152:9                               |
| <b>delineate</b> 42:10  | <b>determine</b> 21:19,<br>22 67:19 69:16<br>70:17 124:7,13<br>125:23 126:2<br>127:24 130:17 | <b>discuss</b> 161:21                                    | <b>duplicates</b> 86:13,<br>15,20                          |
| <b>demonstrate</b> 21:7   | <b>determined</b> 126:4<br>156:16  | <b>discussed</b> 117:7                                   | <b>dynamic</b> 42:2,5                                      |
| <b>denial</b> 58:1 160:9,<br>10,11,13   | <b>determining</b><br>152:10   | <b>discussion</b> 6:9,10<br>69:7 96:25 130:4<br>159:18   | <hr/> <b>E</b> <hr/>                                       |
| <b>denied</b> 59:9 60:12,<br>16 64:15 90:14<br>153:17   | <b>detriment</b> 12:21<br>36:18  | <b>disrobed</b> 119:25                                   | <b>E-1</b> 9:24 10:10,11                                   |
| <b>denominations</b><br>158:6   | <b>develop</b> 14:3  | <b>distance</b> 10:3<br>11:6,7 25:12<br>30:14            | <b>e-mail</b> 50:8   |
| <b>deny</b> 7:12 62:14<br>161:4,5   | <b>developer</b> 43:4  | <b>distinction</b> 42:16                                 | <b>earlier</b> 42:18 99:18<br>100:15 105:7<br>116:3 118:13 |
| <b>denying</b> 160:21   | <b>development</b><br>34:17,22 35:8,19<br>46:17  | <b>district</b> 9:25 10:8,<br>9,10,11,19 15:1            | <b>early</b> 124:3   |
| <b>department</b> 56:4<br>61:17 112:13<br>116:12,17 146:5                                       | <b>Device</b> 114:9  | <b>doable</b> 134:10                                     | <b>easement</b> 39:10,<br>11,12 46:20,22                   |
| <b>departments</b><br>114:17  | <b>diagnosis</b> 7:15  | <b>document</b> 82:17                                    | <b>echo</b> 32:17  |
| <b>depends</b> 87:14,16   | <b>Diego</b> 83:22 84:13   | <b>documentations</b><br>86:10                           | <b>economic</b> 115:13                                     |
| <b>depicts</b> 35:6,8   | <b>diets</b> 27:9  | <b>documents</b> 10:15<br>49:19 66:7 133:16<br>155:20    | <b>economy</b> 95:7  |
| <b>describing</b> 18:17   | <b>differ</b> 10:18  | <b>dollars</b> 119:12<br>158:3                           | <b>edit</b> 139:7  |
| <b>deserves</b> 152:25  | <b>difference</b> 42:22<br>45:16   | <b>door</b> 18:11 49:16<br>61:11 62:11 80:21<br>91:21    | <b>education</b> 84:15                                     |
| <b>design</b> 14:25   | <b>differently</b> 139:5   | <b>doors</b> 40:18,19<br>64:11 80:17,18,22<br>91:8,13,17 | <b>effect</b> 12:17 36:13<br>84:3,4 149:17                 |
| <b>designed</b> 29:7  | <b>difficult</b> 11:14<br>30:8,12 65:13<br>115:14  | <b>doubt</b> 31:25                                       | <b>effected</b> 150:1                                      |
| <b>details</b> 18:20<br>21:21 64:24<br>119:20 135:12  | <b>difficulties</b> 7:20<br>8:1 12:3 35:24   | <b>drill</b> 22:1  | <b>ejaculates</b> 131:21                                   |
| <b>detective</b> 56:2<br>107:20 112:12,14,<br>17,23 113:3<br>116:16 121:21,22,<br>25 122:1,4,15 |  |  | <b>elderly</b> 61:25                                       |
|   |  |  | <b>elected</b> 30:4 32:11                                  |
|   |  |  | <b>elevation</b> 11:20,<br>21,22                           |
|   |  |  | <b>eleven</b> 143:3  |

|   |   |   |  |
|---|---|---|--|
| <p><b>elicit</b> 116:18</p> <p><b>embarrassing</b><br/>83:15,18</p> <p><b>emergency</b> 94:12</p> <p><b>employ</b> 58:11 65:5</p> <p><b>employed</b> 112:24</p> <p><b>employee</b> 64:13<br/>73:12,13 76:12,22<br/>78:10 82:11<br/>84:17,20 87:16<br/>94:18,23 95:4,8<br/>103:16 106:1<br/>131:1</p> <p><b>employee's</b> 88:22</p> <p><b>employees</b> 58:17<br/>59:3 61:10,12<br/>62:10 64:7 65:11,<br/>15 73:20,23<br/>87:12,21 89:10<br/>94:13 97:7,9,21<br/>100:18 101:4,18<br/>110:8 116:7<br/>124:3,4,25 125:4,<br/>9,24</p> <p><b>employer</b> 104:4<br/>115:23</p> <p><b>employers</b> 88:9<br/>89:9</p> <p><b>employment</b><br/>77:16 78:20 82:5</p> <p><b>enclosed</b> 49:11</p> <p><b>encompasses</b><br/>9:17</p> <p><b>encountered</b><br/>131:1 141:7</p> <p><b>encourage</b> 86:8,<br/>23</p> <p><b>encroach</b> 39:20<br/>41:13,24</p> <p><b>encroached</b> 34:20</p> | <p><b>encroaching</b><br/>39:22 40:6</p> <p><b>encroachment</b><br/>35:21 45:21,23<br/>46:11</p> <p><b>end</b> 48:14 59:18<br/>73:1 77:8 85:11<br/>131:22 141:1<br/>153:3</p> <p><b>ended</b> 65:21<br/>120:25</p> <p><b>ending</b> 131:24</p> <p><b>endings</b> 131:16,<br/>17,20</p> <p><b>enforce</b> 88:19</p> <p><b>enforcement</b><br/>60:15</p> <p><b>engage</b> 101:5</p> <p><b>English</b> 66:2<br/>90:11 110:4,7<br/>140:7</p> <p><b>English-chinese</b><br/>64:6</p> <p><b>enjoy</b> 14:20 15:23<br/>27:14</p> <p><b>enjoyed</b> 38:9</p> <p><b>enjoying</b> 12:21<br/>36:18</p> <p><b>ensure</b> 64:5</p> <p><b>enter</b> 119:24 135:1</p> <p><b>entered</b> 56:13</p> <p><b>entertain</b> 6:2<br/>52:12 53:7 159:16</p> <p><b>enticement</b><br/>113:23</p> <p><b>entire</b> 23:6 45:6<br/>66:13 105:2 137:7</p> <p><b>entirety</b> 9:18<br/>11:11</p> | <p><b>entities</b> 157:1</p> <p><b>entitle</b> 8:2</p> <p><b>entity</b> 70:15<br/>149:24</p> <p><b>environment</b><br/>34:14</p> <p><b>erection</b> 13:2,5,6<br/>36:24 37:1,2</p> <p><b>Erica</b> 5:19</p> <p><b>error</b> 68:13 69:25<br/>70:3,5,6,8,9</p> <p><b>escort</b> 101:25<br/>102:4,5,6,8,23<br/>103:8 104:21<br/>106:14 118:18,20<br/>126:23 127:17,18,<br/>22 128:6,13,25<br/>129:3,9 138:11<br/>142:21 146:11</p> <p><b>escorts</b> 118:21<br/>128:18 129:7<br/>130:11,15</p> <p><b>essentially</b> 44:24<br/>68:25 69:11,12<br/>131:20 136:10</p> <p><b>established</b> 9:16<br/>10:1,7 105:1<br/>127:7</p> <p><b>establishment</b><br/>62:17</p> <p><b>estate</b> 10:10,11</p> <p><b>evaluating</b> 29:21</p> <p><b>evening</b> 5:3,7 6:24<br/>8:9,21 32:12<br/>33:14 58:1 97:3,4<br/>117:8</p> <p><b>event</b> 149:7</p> <p><b>eventually</b> 119:5</p> <p><b>Everybody's</b><br/>83:24</p> | <p><b>everyday</b> 111:9</p> <p><b>everyone's</b> 57:14</p> <p><b>evidence</b> 56:7<br/>59:19,23 61:24<br/>62:5,8,23 63:3,6<br/>64:3 68:25 69:2,<br/>18 83:1,4 87:22<br/>96:10 102:21<br/>112:4,6 116:3,6<br/>124:23 132:8,9<br/>133:7 134:9<br/>139:14,18 140:8,<br/>9,10,16 141:21,22<br/>142:21 143:11<br/>145:10 155:1<br/>157:13 159:4,6,8</p> <p><b>evidentiary</b><br/>140:21</p> <p><b>exact</b> 142:2</p> <p><b>exam</b> 90:11</p> <p><b>EXAMINATION</b><br/>72:19 108:13<br/>112:15 156:14</p> <p><b>examine</b> 57:13<br/>60:4</p> <p><b>examining</b> 107:5</p> <p><b>exchange</b> 132:22</p> <p><b>excuse</b> 127:5</p> <p><b>executed</b> 125:2<br/>146:5</p> <p><b>Executive</b> 5:20</p> <p><b>exhibit</b> 66:24 83:5,<br/>9 132:25 134:21,<br/>22,24 135:15<br/>136:4,18 137:2,25<br/>138:8,18</p> <p><b>exhibits</b> 7:14 8:19<br/>54:7 66:16 107:25<br/>133:3 134:19<br/>138:21 139:10,14<br/>145:16 151:18</p> |
|---|---|---|--|

|   |  |  |   |
|---|--|--|---|
| <b>exist</b> 143:2<br>147:13,17,21,23   | <b>fail</b> 88:8   | 66:21  | <b>flatter</b> 24:4,6   |
| <b>existed</b> 140:2<br>147:10 154:3  | <b>failing</b> 88:21   | <b>filed</b> 56:16 65:19   | <b>flipped</b> 120:22   |
| <b>existing</b> 11:15<br>34:18,23 35:7,9  | <b>fair</b> 27:6 114:13<br>131:6   | <b>final</b> 35:20 146:3   | <b>floor</b> 159:17   |
| <b>experience</b> 129:6<br>149:20   | <b>false</b> 150:23  | <b>finally</b> 121:9   | <b>foot</b> 7:1 8:25 9:19<br>18:4,10 46:22  |
| <b>expert</b> 107:8 143:3   | <b>familiar</b> 23:2<br>104:11,13,18<br>130:5  | <b>finances</b> 8:3  | <b>force</b> 61:16 113:4<br>114:4 125:20<br>149:25  |
| <b>explain</b> 7:18<br>131:18 134:4<br>137:15   | <b>family</b> 39:9 58:18   | <b>financial</b> 94:1,18   | <b>forced</b> 61:13   |
| <b>explained</b> 61:9   | <b>fault</b> 21:25   | <b>financially</b> 94:24   | <b>foreign</b> 115:11   |
| <b>explicitly</b> 110:10  | <b>favor</b> 8:6,10  | <b>find</b> 62:23 70:7<br>89:5 98:2,3<br>104:20 118:11<br>130:21 131:13<br>132:16 136:13<br>137:23 143:10,11,<br>14 152:16 | <b>foreigners</b> 157:18  |
| <b>expressing</b> 93:23   | <b>FBI</b> 125:12,15,16,<br>17,21  | <b>finding</b> 160:7   | <b>form</b> 98:1,24   |
| <b>extent</b> 21:12   | <b>feasible</b> 12:23<br>36:20   | <b>findings</b> 7:10 55:4<br>56:13 69:20 71:18<br>152:11 161:19  | <b>format</b> 99:2  |
| <b>extra</b> 44:25  | <b>February</b> 113:9<br>116:10 117:14,16,<br>18 130:23 151:2,<br>5,7 157:8,9,10,11  | <b>fine</b> 54:24 63:4<br>67:8,14 83:7<br>160:2  | <b>Forty</b> 119:12   |
| <b>extremely</b> 11:14<br>107:4 115:7,9<br>120:12 142:10  | <b>federal</b> 90:7  | <b>finger</b> 121:9  | <b>forum</b> 130:9,12,24<br>131:5   |
| <b>F</b>  | <b>feel</b> 8:1 83:13,14,<br>15,17,19 153:20   | <b>fire</b> 73:23 77:19<br>78:20 82:10<br>101:18   | <b>forums</b> 131:13<br>132:2   |
| <b>facilities</b> 12:18<br>36:15  | <b>feet</b> 10:12,13 20:3,<br>15 30:13 35:10,11<br>38:14,15,16<br>39:11,12,13,17,<br>21,23,24 40:11,15<br>42:17 44:6,8,25<br>45:10 46:20 | <b>fired</b> 60:21,24<br>64:24 77:22 78:1,<br>4,22 79:4,11<br>105:7,24   | <b>forward</b> 7:18 29:5<br>31:3 32:10 65:17  |
| <b>facility</b> 49:5  | <b>female</b> 135:19<br>136:12 138:5,6<br>158:18   | <b>firm</b> 56:17  | <b>found</b> 16:6 61:6<br>62:9 78:24 79:6<br>107:21,22 123:5<br>127:14 129:19<br>138:23 142:15<br>157:14,21 |
| <b>facing</b> 22:5  | <b>females</b> 137:9<br>158:24 159:2   | <b>Firstly</b> 146:21  | <b>fox2now.com</b><br>96:2  |
| <b>fact</b> 7:10 20:17<br>50:23 55:4 56:13<br>69:21 87:18 95:17<br>99:21 116:6<br>123:19 145:14 | <b>Fifty-eight</b> 73:19   | <b>five-minute</b> 133:7   | <b>frame</b> 143:15   |
| <b>factors</b> 12:14 36:9   | <b>figure</b> 14:13 29:23<br>35:5,7  | <b>five-year</b> 85:21   | <b>frankly</b> 47:13  |
| <b>facts</b> 21:17 31:25<br>70:17,19 71:13<br>102:10,17,18<br>142:15 153:6<br>161:19            | <b>figured</b> 103:1   | <b>fix</b> 88:17   | <b>freedom</b> 83:24  |
| <b>factual</b> 139:25   | <b>file</b> 15:17 17:15  | <b>flagged</b> 135:15  | <b>friend</b> 58:20<br>103:13,15,17<br>104:3 126:20   |
|   |  | <b>flash</b> 50:18   | <b>friends</b> 110:7  |
|   |  | <b>flashback</b> 50:19   | <b>friendship</b> 60:22   |
|   |  | <b>flat</b> 19:9 24:13   | <b>front</b> 47:13 48:10<br>61:11 62:11 70:14   |

|  |  |  |  |
|--|--|--|--|
| 76:12 90:20<br>108:22 118:2<br>142:16<br><b>fronts</b> 115:19<br><b>full</b> 72:21<br><b>Fuller</b> 114:8<br><b>fully</b> 30:13 109:5<br><b>fun</b> 49:17<br><b>function</b> 113:18<br><b>functional</b> 106:15,<br>17<br><b>functionality</b><br>147:25<br><b>functioning</b><br>118:17<br><b>future</b> 29:6 82:3<br>84:24 88:25   | 34:1<br><b>generally</b> 8:8 42:7,<br>8<br><b>genitalia</b> 120:17<br><b>genitals</b> 120:13,25<br><b>germane</b> 115:2<br><b>gesture</b> 121:6<br>123:16<br><b>gist</b> 136:16<br><b>give</b> 34:3 47:5<br>54:16 55:17,24<br>66:4,22 71:18<br>75:2 76:24 90:19<br>102:15 135:11<br>152:9,13,24<br>155:11<br><b>giving</b> 134:3<br><b>Glickfield</b> 55:9,14<br>56:16 57:7,10,12,<br>18,20,22,23,24<br>58:25 59:14,17,<br>21,23 62:18,21<br>63:2,7,12,19,24<br>64:1 66:9,11,17<br>67:8,12 68:14,19,<br>20 69:23 70:2,5,7,<br>9 71:2,10 72:16,<br>20 74:24 77:19<br>82:25 83:6,11,13<br>85:5,8 86:6,12,15,<br>19 91:10,16,20<br>95:16 97:25 98:8,<br>11 102:10 106:21<br>107:2 108:3,4,5,7,<br>10,14 112:5,8<br>122:19 123:12<br>132:25 133:5,6,<br>14,17,20,24,25<br>139:16 143:18<br>144:6,13,24<br>145:4,18,22<br>146:19,21 147:2,<br>5,8 152:7 153:2 | 154:6,10,14,17,20<br>155:4,9,15,18,21<br>156:3,4 159:3,5,9<br>161:17,23<br><b>Glickfield's</b> 57:2<br><b>Glickline</b> 108:2<br><b>Goldstein</b> 15:14<br><b>good</b> 5:3 8:21 30:9<br>32:5 39:8 49:8<br>53:17 68:15 87:15<br>95:7 97:3,4<br>111:21 126:12,13<br>141:10 142:6<br>146:2 159:14<br><b>Google</b> 101:21,22<br>103:12,24 105:6<br>128:5,8<br><b>Googled</b> 128:9,22<br><b>Googling</b> 128:16<br><b>governmental</b><br>12:18 36:15<br><b>grab</b> 54:17,19,23<br><b>grabbing</b> 121:1<br><b>grace</b> 65:22<br><b>gradually</b> 95:5<br><b>granting</b> 13:1<br>36:23<br><b>Graville</b> 5:17,23<br>22:17,19,21<br>23:10,12,14,17,<br>20,23 24:3,12,18,<br>22 25:1,7,20,25<br>26:9,12 28:6,15<br>31:8,12 41:5,6,22<br>42:1,21 43:6,9,13,<br>17 44:1,3,7,20<br>45:3,9 46:1,4,10<br>53:11,15,18 54:8,<br>11,13,14 55:17,22<br>56:5 57:8 59:22<br>62:18 63:1,11,14 | 66:9,14 67:4,22,<br>25 68:5,21 69:8<br>70:1,4,8,10 71:7,<br>22 72:7,10,13<br>87:18 90:17,25<br>96:11,15 98:14<br>99:6 102:16 108:8<br>112:3,7,9 130:3<br>133:23 141:13,16,<br>22 144:22 152:18<br>156:10 159:20<br>160:5,11,23<br>161:1,4,6,17,24<br><b>Gravois's</b> 67:18<br><b>great</b> 49:3 50:19<br>55:10 144:17<br><b>greater</b> 28:22<br>40:16<br><b>greatest</b> 21:12<br><b>green</b> 75:20,22<br><b>guarantee</b> 84:23<br><b>guess</b> 21:1 38:3,<br>10 47:20 48:8,25<br>87:17 113:19<br>129:17 136:16<br>142:9 152:17<br>160:5<br><b>guide</b> 121:5<br><b>guy</b> 103:13,17<br><b>guys</b> 13:21,25<br>19:11 23:2 29:20<br>49:23 51:11 54:17<br>66:7 69:19 125:17 |
| <hr/> <b>G</b> <hr/>   |  |  | <hr/> <b>H</b> <hr/>   |
| <b>gallery</b> 20:22<br>159:12<br><b>gambit</b> 113:25<br><b>gambling</b> 113:25<br><b>Games</b> 103:7,10,<br>11 118:1,10,14,<br>15,18 119:3<br>129:11 134:24<br>135:1 136:1,7<br>138:1,11 149:21<br>152:1<br><b>garage</b> 23:4<br><b>Gary</b> 31:18,23<br>32:14<br><b>gave</b> 59:5 128:13<br><b>Geisel</b> 56:14 69:15<br>70:14,19 160:7<br><b>Geisel's</b> 152:11<br><b>general</b> 7:16 9:9 |  |  | <b>H-A-L-L-I-D-A-Y</b><br>112:20<br><b>hair</b> 95:25<br><b>half</b> 23:3,4 48:6<br>90:6 113:21<br>119:12  |

|  |   |   |  |
|--|---|---|--|
| <b>hall</b> 84:16,18,23,<br>25 86:3 89:7   | <b>harm</b> 157:1   | <b>hide</b> 86:7  | 109:22 111:24  |
| <b>Halliday</b> 56:2<br>112:12,14,19   | <b>hasty</b> 153:4  | <b>high</b> 84:13   | 112:10 122:21  |
| <b>hand</b> 37:14 64:3<br>66:7 121:5 134:18                                      | <b>he'll</b> 143:25   | <b>highlighted</b><br>135:16  | 123:14 129:25  |
| <b>handle</b> 65:15  | <b>head</b> 54:17 145:6   | <b>highlights</b> 11:12   | 133:4,13,18,21<br>134:7,10,13  |
| <b>hands</b> 132:19  | <b>headquarters</b><br>125:14   | <b>Hipp</b> 5:3,8,15,24<br>6:4,8,13,14,22   | 139:15 141:10,15,<br>20 142:5 143:24                                 |
| <b>hangs</b> 82:18   | <b>hear</b> 6:23 13:14,16<br>37:10 50:15 57:21  | 8,19,21 17:1,6,8,<br>11,20,25 18:2,12,<br>14,19,22 19:3,22,<br>25 20:6,20,25                  | 144:3,7,12,18,20<br>145:8,20,24                                      |
| <b>Hansen</b> 30:20,22<br>31:17,23,24  | <b>hearby</b> 5:5   | 21:11,14,19,25<br>22:18,20 25:11,15   | 146:17,20,23,25<br>147:4 152:7,22                                    |
| <b>Hansen's</b> 32:18  | <b>heard</b> 71:13 75:8<br>104:19   | 26:4 27:17,22<br>28:4,21 29:2,9,15,<br>17 30:8,16,19,22,<br>24 31:2,6,10,14,<br>20 32:9,16,21 | 153:3 154:7,13,<br>16,19,21,25                                       |
| <b>happen</b> 64:5 84:1,<br>2,23   | <b>hearing</b> 5:2 55:4<br>56:12 60:20 61:2,<br>3 62:20 66:12,24                        | 33:2,3,11 37:9,16<br>39:18,20,24 40:1,<br>5,9,14,16,21 41:5,<br>25 42:20,25                   | 155:5,17,20,23<br>156:2,6,9,11,13                                    |
| <b>happened</b> 62:25<br>65:24 75:17 76:3,<br>23 82:10 83:18<br>122:6 123:3,4    | 69:4 78:23 83:5,8,<br>9 90:20 91:1  | 44:12,14,18 45:25<br>46:2,25 47:3,15,<br>17,20 48:18,22                                       | 157:7,11,13,25<br>158:6,9,11,13                                      |
| <b>happening</b> 81:1<br>142:13  | 105:23 144:14<br>145:17   | 49:6,8,20 50:2,13<br>51:7,10,13,21  | 159:3,7,11 160:4,<br>6,13,16,18,19,24                                |
| <b>happy</b> 131:16,17,<br>20,24   | <b>hearsay</b> 62:19<br>63:9,13 122:20<br>123:13 140:15                                 | 52:3,10,15,18,20,<br>21 53:4,13,17,19,<br>24 54:4,11 57:11                                    | 161:3,5,7  |
| <b>hard</b> 19:7 47:23<br>93:18  | <b>heart</b> 153:12   | 58:24 63:17,20,25<br>66:19,25 67:9,15,<br>24 68:2 70:6 71:3,<br>9,11 72:6,9,11,14             | <b>hire</b> 77:7,9 101:18  |
| <b>hardest</b> 29:4  | <b>Heaton</b> 34:6<br>37:15,16,22,23  | 83:2,8 85:4,7<br>86:9,14,17 87:1,7,<br>10,17 88:7,16  | <b>hired</b> 58:19 76:15<br>77:8,10 78:10<br>103:21 126:20           |
| <b>hardship</b> 7:19 8:3<br>11:9 21:5,7,9,10,<br>23 27:2 28:10,19<br>30:10 35:25 | 42:23 43:1,8,11,<br>16,25 44:2,5,10,<br>13,16,22 47:6,12,<br>16,19 48:3,21,23           | 89:8,17,22 92:1<br>93:12 95:15 96:7,<br>13,16 98:10,13,17                                     | <b>hires</b> 113:24  |
| 48:19,21 50:22<br>51:24 69:10<br>85:17,20 88:24<br>93:23,25 94:18,24             | 49:7,13,21 50:7,<br>12 51:5,8,11,14,<br>15,17,20,23 52:2,<br>7,9 53:21,23 54:3<br>55:13 | 99:12 102:13,21<br>103:2 104:1  | <b>historically</b> 13:24<br>20:6 29:25                              |
| <b>hardship-wise</b><br>24:19  | <b>HEBERLE</b> 94:6   | 106:10,19,24<br>107:14,17,24<br>108:1,4,7,11  | <b>HOA</b> 15:12 40:17   |
| <b>hardships</b> 7:25<br>12:4 50:17  | <b>helpful</b> 152:16   |   | <b>hoc</b> 53:8  |
| <b>hardworking</b><br>58:14  | <b>helping</b> 25:9 54:1  |   | <b>hold</b> 50:25 66:19<br>98:13,14 102:13<br>106:24 145:23<br>146:1 |
|  |   |   | <b>holder</b> 75:20  |
|  |   |   | <b>home</b> 19:2 40:2<br>88:4 100:13                                 |
|  |   |   | <b>homeowners</b><br>19:18   |
|  |   |   | <b>homeowners'</b><br>51:2   |
|  |   |   | <b>homes</b> 11:1,19<br>14:5 47:22                                   |

|   |   |   |   |
|---|---|---|---|
| <p><b>Honda</b> 124:12</p> <p><b>hope</b> 84:15,18,22, 25 86:3</p> <p><b>Horse</b> 6:24 8:18, 24 9:13,18,24,25 10:6,10,17 11:19 29:13</p> <p><b>hot</b> 39:2 48:24 120:20</p> <p><b>hotdog</b> 149:9,11, 13</p> <p><b>hotdogs</b> 149:11</p> <p><b>hotter</b> 48:24</p> <p><b>hour</b> 76:18 111:6 119:12</p> <p><b>hours</b> 75:24 76:1 90:6,9 108:9 111:4,17 138:16</p> <p><b>house</b> 14:6 15:21 18:10,11 22:24 23:1,4,5 24:9 25:22 26:6,10,15 43:12,24 44:2,3 49:5</p> <p><b>Houston</b> 126:10</p> <p><b>Huang</b> 5:21 72:18</p> <p><b>huge</b> 42:13</p> <p><b>human</b> 61:8,24 113:4,21 114:2,8, 10,17,23 115:8 124:23</p> <p><b>Hurt</b> 20:22,24 29:11,13,16,20 30:15,17,20,23,25 32:3 50:13 92:1,2, 6,10,14,18,22 93:2,14,18 94:13, 17,22 95:9</p> <p><b>husband</b> 14:18 27:11</p> | <p><b>hypothetically</b> 71:13</p> <hr/> <p style="text-align: center;"><b>I</b></p> <hr/> <p><b>i.e.</b> 11:18</p> <p><b>ICAC</b> 113:22</p> <p><b>idea</b> 60:4 65:4 66:4 78:17 131:6 141:5 147:9</p> <p><b>identified</b> 62:4</p> <p><b>identifying</b> 122:23</p> <p><b>illegal</b> 64:9,14 87:25 150:9</p> <p><b>image</b> 11:4,24 18:3,23,25 46:23 137:6</p> <p><b>images</b> 135:2,19 136:15 138:13,20</p> <p><b>imaging</b> 25:11</p> <p><b>immediately</b> 60:11 64:25 117:6 121:2</p> <p><b>immigrant</b> 58:14</p> <p><b>impact</b> 51:10</p> <p><b>implication</b> 107:6</p> <p><b>implications</b> 10:4</p> <p><b>important</b> 98:25 152:25 153:23</p> <p><b>importantly</b> 139:17 155:6</p> <p><b>impossible</b> 76:11</p> <p><b>improper</b> 64:20 65:5,11</p> <p><b>impropriety</b> 61:1</p> <p><b>inappropriate</b> 81:1 153:8</p> <p><b>inappropriately</b> 105:17</p> | <p><b>incall</b> 137:12,14, 16,19</p> <p><b>inches</b> 35:10,12</p> <p><b>incident</b> 65:18 69:1 84:24</p> <p><b>incidents</b> 74:20,25 77:11 81:20 82:4 83:14</p> <p><b>inclined</b> 71:15</p> <p><b>include</b> 115:6</p> <p><b>including</b> 145:14</p> <p><b>Indicating</b> 66:18</p> <p><b>indicia</b> 157:17</p> <p><b>individual</b> 126:21 135:7 148:2,4 149:25 150:18</p> <p><b>individual's</b> 135:6, 11</p> <p><b>individuals</b> 115:1 126:9</p> <p><b>industry</b> 137:13</p> <p><b>informal</b> 55:4 61:19 90:20</p> <p><b>information</b> 11:10 31:19 52:11 68:13 96:9 109:15 130:20 136:16 154:9 155:1</p> <p><b>informed</b> 35:3 108:24</p> <p><b>infraction</b> 62:5</p> <p><b>initial</b> 90:20</p> <p><b>initiate</b> 117:4</p> <p><b>initiated</b> 151:8</p> <p><b>inside</b> 61:13</p> <p><b>inspect</b> 59:5</p> <p><b>installing</b> 14:16</p> | <p><b>instance</b> 115:6 128:22</p> <p><b>instances</b> 115:25 119:1 123:8,21 124:20</p> <p><b>institute</b> 91:21</p> <p><b>instructions</b> 7:16</p> <p><b>intend</b> 63:5</p> <p><b>intent</b> 53:16</p> <p><b>interest</b> 10:20 12:24 36:21 51:22 96:8</p> <p><b>Interestingly</b> 62:12</p> <p><b>International</b> 114:9</p> <p><b>internet</b> 113:22 140:15 148:25 149:3</p> <p><b>interpreter</b> 5:21 57:4,14 59:7 60:1, 6 66:3 67:11,14 72:18,23 74:22 75:2,4 77:17,21 84:9 87:5,8,13 88:2,11 89:3,13, 20 90:2,5,10 91:14,18,23 92:5, 8,12,16,20 93:1,9, 13,16 94:3,8,15, 20 95:2,13 97:4 99:10,13 101:2 103:4 104:5 110:3,14,21 111:6,10,18 125:12,15,16</p> <p><b>interpreting</b> 60:2</p> <p><b>interrupt</b> 18:12 59:15 104:2</p> <p><b>intertwine</b> 152:20</p> <p><b>interview</b> 125:8</p> |
|---|---|---|---|

|  |  |  |   |
|--|--|--|---|
| 146:7,9<br><b>interviewed</b> 125:9, 13<br><b>interviews</b> 126:15<br><b>integrity</b> 140:20<br><b>introduce</b> 5:9<br>31:21 55:12 62:22<br>63:5 64:2 67:3<br>83:1 95:17<br>103:17,18 134:6<br><b>introduced</b><br>103:13,19<br><b>introducing</b> 59:17<br><b>invested</b> 68:5,6<br><b>investigate</b> 113:21<br>118:10<br><b>investigated</b><br>152:4<br><b>investigates</b><br>113:22<br><b>investigating</b><br>125:18<br><b>investigation</b> 61:7<br>65:20 69:2 98:18<br>113:4 117:4<br>122:2,7,10 123:1<br>124:6,19 125:22<br>126:1 127:14<br>128:3 130:17<br>132:1,6,10,16<br>151:8 152:5,21<br><b>investigations</b><br>113:13,15,17,24<br>114:10,18<br><b>Investigator</b> 157:7<br><b>investigators</b><br>114:11<br><b>investment</b> 28:23<br>74:17<br><b>involved</b> 79:4 | <b>involving</b> 74:20,25<br><b>irrelevant</b> 140:25<br><b>issuance</b> 90:15<br><b>issue</b> 26:4 33:15<br>67:17 68:15 96:5<br>98:21 105:23<br>151:25 155:10<br><b>issues</b> 24:22<br>27:18 58:13 65:10<br>77:6 81:23<br><b>item</b> 8:17<br><hr/> <b>J</b> <hr/> <b>jack</b> 34:6 37:15,22<br><b>Jacob</b> 54:17 55:14<br>57:23<br><b>jail</b> 62:8 76:20<br><b>January</b> 34:21<br>58:16 73:7 77:10<br><b>Jeannie</b> 5:13 6:18<br>33:7 52:25 161:12<br><b>Jerry</b> 121:25<br><b>jie</b> 55:15 57:24<br>58:6,16,19 59:4,7,<br>8,12 60:10,14,18,<br>21,23 62:15,16<br>64:1,18,20 65:16,<br>21 66:2 72:18,23<br>86:24 142:2<br>151:3,12<br><b>Jie's</b> 58:17,20<br>64:15 65:2<br><b>job</b> 84:11,14,17,<br>20,21 85:1 86:3<br>100:3<br><b>John</b> 56:2 112:12,<br>14,19 137:18,19<br><b>journey</b> 15:7<br><b>judge</b> 65:14 | 113:10<br><b>judged</b> 65:15<br><b>judgments</b> 153:4<br><b>jump</b> 71:16<br><b>June</b> 73:1 93:11,<br>15,17 94:5<br><b>jury</b> 141:17<br><b>justice</b> 12:12,24<br>36:8,21 51:22<br><hr/> <b>K</b> <hr/> <b>Katherine</b> 5:8 6:13<br>33:2 52:20 160:18<br><b>kids</b> 14:19 39:9<br><b>kind</b> 18:16 19:7<br>22:1 23:17 25:11,<br>13 37:18 38:25<br>44:18 49:14 54:20<br>58:14 75:22 80:4<br>83:17,25 84:24<br>94:1 98:20 114:20<br>115:2,10 122:5<br>134:14<br><b>kitchen</b> 7:3 9:8,22<br>11:4 14:18 15:22<br>17:2,21 26:5,9<br>42:11<br><b>Kleenex</b> 84:8<br><b>Klein</b> 56:16<br><b>KLITZING</b> 33:9<br><b>Kloos</b> 5:17 54:18,<br>24 55:18,20,25<br>59:14,19 66:10,15<br>67:4 96:10,20,22<br>97:2 98:5 99:4,8,<br>17 101:4 102:24<br>103:6 104:7<br>106:18 107:15,18,<br>25 109:21 112:2,<br>10,11,16 122:22<br>123:16 130:5 | 133:2 134:5,8,12,<br>14,22 141:12<br>142:8 143:23,25<br>144:16,19 146:3<br>155:25 156:1,8,<br>12,15 159:7<br><b>knocked</b> 120:1<br><b>knowing</b> 151:17<br><b>knowledge</b> 32:7<br>65:19 81:25 107:8<br>147:12 148:16<br>151:21<br><hr/> <b>L</b> <hr/> <b>labeled</b> 133:19,20,<br>21<br><b>lack</b> 128:20<br><b>ladies</b> 87:20 135:3<br><b>lady</b> 122:18<br><b>land</b> 12:9 14:9,15<br>15:14,23 18:19<br>20:9 24:11 27:14<br>28:21 30:11 36:5<br>43:17 50:18<br><b>Lane</b> 34:7 124:9<br><b>lanes</b> 14:11<br><b>language</b> 41:12,20<br>45:16,23 115:12<br><b>large</b> 158:5<br><b>Las</b> 114:8<br><b>lastly</b> 7:7<br><b>late</b> 98:16 159:21<br><b>latitude</b> 68:7 69:6<br><b>law</b> 7:11 55:5<br>56:13,17 60:14<br>64:22 69:21 70:12<br>87:24 161:20<br><b>laws</b> 81:5,6 88:19 |
|--|--|--|---|

|  |   |  |  |
|--|---|--|--|
| <b>laying</b> 120:2 158:4  | 19 160:9,10,12,<br>14,22 161:6  | <b>location</b> 9:9 23:3<br>24:23 25:19 34:1<br>87:4 115:12<br>137:20  | <b>louder</b> 147:3  |
| <b>layout</b> 11:13  | <b>licensed</b> 126:6   | <b>locations</b> 89:21<br>114:25 120:5   | <b>Louis</b> 8:15 15:7<br>17:12 56:3 61:16,<br>21 73:2 81:9 92:4<br>96:2 112:12,22<br>114:21 135:1   |
| <b>lead</b> 122:1,4<br>128:12  | <b>licenses</b> 56:21<br>126:3  | <b>lock</b> 80:21  | <b>love</b> 83:21  |
| <b>leads</b> 93:2  | <b>lieu</b> 9:19  | <b>locked</b> 61:12 91:8   | <b>luck</b> 30:6   |
| <b>learn</b> 122:25  | <b>life</b> 20:15   | <b>locks</b> 64:11 80:17,<br>18 91:12,15,16,19   | <b>luxury</b> 26:25  |
| <b>learned</b> 39:4 97:14<br>99:14   | <b>likes</b> 14:19  | <b>log</b> 118:19 129:11,<br>13 144:12   | <b>lying</b> 120:1   |
| <b>lease</b> 84:5 85:8,<br>11,12,18,21<br>92:11,15   | <b>limit</b> 24:23  | <b>log-in</b> 143:6<br>144:11  | <b>M</b>   |
| <b>leave</b> 38:11 61:10<br>62:10 121:11   | <b>limited</b> 22:12  | <b>logic</b> 141:5   | <b>Madam</b> 20:24<br>30:15 96:22<br>102:24 107:15<br>109:21 146:4<br>156:12   |
| <b>led</b> 61:14 157:3   | <b>limits</b> 107:12  | <b>logical</b> 99:2  | <b>made</b> 6:5 28:23<br>32:11 37:25 39:6<br>52:16 57:1 59:11<br>60:9 62:16 64:1<br>66:6 97:20   |
| <b>left</b> 120:20,22<br>124:3   | <b>lines</b> 25:24 34:14  | <b>long</b> 30:13 38:11<br>41:14 51:3 60:22<br>73:15 87:2 90:4<br>92:14 112:24<br>113:5 119:11<br>147:9  | <b>main</b> 22:25 113:3  |
| <b>left-hand</b> 46:14   | <b>Lisa</b> 58:20 59:1,12<br>60:8,9,11,15<br>62:13 64:25 65:20<br>73:20 74:2 75:6,9,<br>10,11,15,19,21,25<br>77:9,10,20 78:4,7,<br>15,22 79:3,10<br>97:7 99:21 105:8,<br>15,17,19 108:16,<br>17 116:7 119:16,<br>22 124:8 125:5<br>126:2 132:12 | <b>longer</b> 45:7 93:21<br>140:3  | <b>maintained</b> 87:11  |
| <b>legal</b> 5:23,24<br>41:23 45:4 58:14<br>66:1 96:5  | <b>Lisa's</b> 77:15   | <b>longtime</b> 58:17  | <b>make</b> 8:8 11:14<br>14:14 15:5,15,22<br>28:2,5,16,24 38:6<br>48:11 50:15 53:6<br>57:5,12,21 60:3<br>65:24 70:20 71:1<br>72:13 76:6 83:14<br>89:8 101:13<br>107:10 110:5<br>118:5 119:5<br>126:25 127:10<br>139:21 140:18,24<br>141:13 142:12<br>143:21 144:7<br>148:2 152:23<br>154:12 159:22,24<br>160:4,6 |
| <b>legislate</b> 71:23   | <b>listened</b> 32:1  | <b>looked</b> 38:5 40:18<br>47:4 126:22<br>132:1,2,9   |  |
| <b>legitimate</b> 62:16<br>128:21  | <b>listing</b> 128:13   | <b>loss</b> 85:18  |  |
| <b>legs</b> 120:21,24  | <b>literally</b> 14:6   | <b>lot</b> 6:25 7:5 8:18,<br>24 11:2,13 13:23<br>14:5 19:4,6 28:9,<br>11,13 33:16,23<br>43:10 44:21 58:4<br>75:13,23 83:24<br>84:3,12 88:3<br>95:14 109:24<br>141:19 142:8 |  |
| <b>length</b> 45:6   | <b>live</b> 37:23 89:10,<br>11,14,15 99:20<br>115:22  | <b>lots</b> 10:22,24<br>11:17 14:3 15:19<br>28:25  |  |
| <b>lengthier</b> 43:21   | <b>lived</b> 73:4 99:21<br>100:10 116:7   |  |  |
| <b>letter</b> 12:5 36:1<br>50:5,8 56:21  | <b>living</b> 62:9 83:19<br>84:12 99:18 116:3<br>157:18   |  |  |
| <b>level</b> 94:25 95:1  | <b>located</b> 9:12 18:20<br>58:3 89:18 116:23<br>130:24 137:21   |  |  |
| <b>Lexitas</b> 5:22,23,24  |   |  |  |
| <b>liaison</b> 20:22<br>29:18  |   |  |  |
| <b>license</b> 7:13 54:25<br>55:7 56:19 58:2<br>65:2 67:21 68:1<br>71:19,24 72:3<br>84:16,19,22 86:4<br>89:1,25 90:7,15<br>126:5,8,9 153:16, |   |  |  |

|  |  |   |  |
|--|--|---|--|
| <p><b>makes</b> 16:21 32:3<br/>42:21 70:16<br/>140:15</p> <p><b>making</b> 30:6 63:21<br/>102:19 148:4<br/>153:4</p> <p><b>male</b> 136:12<br/>158:16</p> <p><b>man's</b> 76:10</p> <p><b>management</b><br/>153:24</p> <p><b>manager</b> 5:18<br/>88:8,21</p> <p><b>managing</b> 153:7</p> <p><b>manner</b> 7:22</p> <p><b>manufacturing</b><br/>93:19</p> <p><b>map</b> 18:14 44:14,<br/>17</p> <p><b>March</b> 5:6 76:5<br/>77:12 93:10 94:4</p> <p><b>mark</b> 18:5</p> <p><b>marked</b> 66:21,23,<br/>24 83:6 86:10<br/>134:19,21</p> <p><b>market</b> 101:17</p> <p><b>marketable</b> 21:14</p> <p><b>Mary</b> 5:21</p> <p><b>massage</b> 58:8,11<br/>62:1 64:8,11<br/>76:13 77:6 78:11,<br/>12 79:9 80:10,14,<br/>18,19,20 81:16<br/>82:7,13 88:13,15<br/>89:25 91:17,19<br/>102:5 110:17,18,<br/>24 111:13 115:19,<br/>25 116:4,18 117:9<br/>118:3,21 119:6,<br/>11,18,21 120:4,6,<br/>11,16 121:21,23</p> | <p>122:16 123:2,3,4,<br/>23 124:24 126:5,<br/>22 127:3 128:21<br/>129:2 130:10,25<br/>131:23 142:14<br/>156:24 158:23<br/>159:2</p> <p><b>Massageluxe</b><br/>128:22 143:14</p> <p><b>Massageluxe's</b><br/>128:23</p> <p><b>massages</b> 120:5,6<br/>126:7 127:11</p> <p><b>massaging</b><br/>120:10,24</p> <p><b>masseuse</b> 126:3</p> <p><b>materials</b> 153:8</p> <p><b>matter</b> 8:13 30:10<br/>53:14 141:24<br/>145:15</p> <p><b>Mayer</b> 56:16</p> <p><b>MCA</b> 14:16 16:13<br/>29:6</p> <p><b>means</b> 131:19<br/>137:17</p> <p><b>measures</b> 64:2<br/>100:16 142:12,22</p> <p><b>measuring</b> 68:3</p> <p><b>med</b> 92:23</p> <p><b>medical</b> 27:8<br/>83:22,23</p> <p><b>meet</b> 119:23<br/>140:16,21 154:11</p> <p><b>meeting</b> 5:6,11</p> <p><b>member</b> 32:2,14<br/>49:9 86:8,23<br/>118:19 129:10<br/>144:4</p> <p><b>members</b> 5:10 6:8<br/>8:11 27:23 33:13</p> | <p>116:11 117:3<br/>121:16,20 132:12<br/>144:25 145:1</p> <p><b>membership</b><br/>144:15</p> <p><b>memo</b> 56:9</p> <p><b>men</b> 135:3 137:11</p> <p><b>mentioned</b> 8:23<br/>48:1 150:5</p> <p><b>Merrell</b> 30:20,22</p> <p><b>merrill</b> 31:17,23<br/>32:17</p> <p><b>message</b> 106:22<br/>107:2,9,19 149:5,<br/>9</p> <p><b>met</b> 52:14 119:22</p> <p><b>method</b> 12:23<br/>36:20</p> <p><b>Metropolitan</b> 15:8</p> <p><b>Metropolitan</b><br/>14:25</p> <p><b>mic</b> 146:24 147:2</p> <p><b>microphone</b><br/>55:21,23,24 57:17<br/>67:5 96:23 129:25<br/>134:16</p> <p><b>microphones</b><br/>130:1</p> <p><b>midsection</b><br/>120:23</p> <p><b>Mike</b> 56:14 69:15<br/>70:14,19</p> <p><b>Mill</b> 7:5 33:16,23<br/>34:5,7,12 47:22</p> <p><b>mind</b> 67:4 134:2</p> <p><b>mine</b> 48:13</p> <p><b>minimal</b> 26:20</p> <p><b>minute</b> 66:19<br/>102:13,14 133:9</p> | <p><b>minutes</b> 6:1,9,15,<br/>22 120:19 154:22</p> <p><b>misdemeanor</b><br/>62:5</p> <p><b>Missouri</b> 12:1<br/>35:22 73:2 81:5,6<br/>88:20 89:25<br/>126:7,12,13<br/>136:23</p> <p><b>modifications</b><br/>10:14</p> <p><b>modified</b> 71:10</p> <p><b>modify</b> 12:5 36:1<br/>68:15,23 69:5<br/>71:7</p> <p><b>mom</b> 84:4</p> <p><b>moment</b> 47:4<br/>112:1 141:6</p> <p><b>money</b> 62:2 94:11<br/>100:9,18 132:19,<br/>23 144:15,25<br/>148:5 158:4</p> <p><b>moneys</b> 151:21</p> <p><b>monitored</b> 91:9</p> <p><b>monitoring</b> 78:11</p> <p><b>month</b> 85:23<br/>93:15</p> <p><b>months</b> 13:4 29:6<br/>36:25 58:9 61:18<br/>62:8 65:17,25<br/>90:7 132:2 142:20<br/>146:13</p> <p><b>morally</b> 80:6</p> <p><b>mosquitoes</b><br/>48:22,23</p> <p><b>motion</b> 6:2,5<br/>52:15 53:8<br/>159:16,17,22,24<br/>160:3,4,6,9,14,15,<br/>20,23 161:7</p> |
|--|--|---|--|

|   |   |  |   |
|---|---|--|---|
| <p><b>move</b> 6:3 24:16,17<br/>33:14 50:21 53:19<br/>65:17 72:25 99:7,<br/>8 120:17 144:17</p> <p><b>moved</b> 6:5 37:24</p> <p><b>MSD</b> 23:8</p> <p><b>multiple</b> 98:11<br/>102:12</p> <p><b>Munch</b> 116:16<br/>117:7</p> <p><b>municipal</b> 10:23<br/>63:10,13,15<br/>114:16</p> <p><b>murder</b> 113:24</p> <p><b>murky</b> 67:17</p> <hr/> <p style="text-align: center;"><b>N</b></p> <hr/> <p><b>named</b> 58:20,21<br/>73:20 74:8 131:1</p> <p><b>narrow</b> 43:10</p> <p><b>natural</b> 25:4</p> <p><b>naturalized</b> 58:15</p> <p><b>nature</b> 65:12</p> <p><b>necessarily</b> 150:1</p> <p><b>necessitates</b> 7:20</p> <p><b>needed</b> 8:11 38:21<br/>41:4 58:18 84:21</p> <p><b>negative</b> 49:19<br/>52:7</p> <p><b>neighbor</b> 18:11<br/>50:5</p> <p><b>neighborhood</b><br/>12:20 36:17 47:9<br/>54:1</p> <p><b>neighbors</b> 12:21<br/>36:18 43:20 44:8,<br/>10 49:10,13,16<br/>50:7</p> | <p><b>newly</b> 11:19</p> <p><b>nice</b> 19:21 47:9</p> <p><b>night</b> 61:13 159:21</p> <p><b>non-renewal</b> 55:7<br/>56:22</p> <p><b>nonrenewal</b> 69:1<br/>91:3</p> <p><b>normal</b> 39:7</p> <p><b>north</b> 34:13 47:15,<br/>17</p> <p><b>northern</b> 11:21</p> <p><b>note</b> 8:9 20:21<br/>53:6</p> <p><b>noted</b> 11:17 31:14<br/>66:21 123:14</p> <p><b>notes</b> 7:13</p> <p><b>notice</b> 56:11 88:9<br/>145:15</p> <p><b>noticed</b> 78:13<br/>111:2</p> <p><b>notified</b> 113:10</p> <p><b>noting</b> 26:15</p> <p><b>November</b> 74:6</p> <p><b>novo</b> 68:25 69:24<br/>70:2,10,17,22</p> <p><b>NU</b> 20:11</p> <p><b>number</b> 104:21<br/>106:15,16 117:22,<br/>24 118:5,10<br/>119:23 127:9,14,<br/>18,21,25 128:4,<br/>10,16,23 135:12,<br/>20,22,24 136:21,<br/>24 137:6 138:2,<br/>13,15 142:4<br/>156:21 157:2</p> <p><b>numbers</b> 101:23<br/>136:19 137:9</p> | <p><b>numerous</b> 64:1</p> <hr/> <p style="text-align: center;"><b>O</b></p> <hr/> <p><b>object</b> 97:25<br/>132:25 139:16</p> <p><b>objection</b> 98:7,15<br/>102:10 106:22<br/>107:1 122:19<br/>123:12 133:24<br/>140:24 141:11<br/>144:2 161:24</p> <p><b>objections</b> 83:3<br/>141:9 142:7,9</p> <p><b>observed</b> 12:10<br/>36:6</p> <p><b>observing</b> 133:6</p> <p><b>obstacles</b> 11:14<br/>21:2</p> <p><b>obtained</b> 13:5<br/>37:2</p> <p><b>obviated</b> 12:22<br/>36:19</p> <p><b>occupation</b><br/>112:21</p> <p><b>occur</b> 64:9</p> <p><b>occurred</b> 46:11<br/>69:22 70:14 72:5,<br/>8 75:1 77:12</p> <p><b>occurring</b> 59:8<br/>61:8 88:25 116:14</p> <p><b>off-the-<br/>microphone</b> 69:7</p> <p><b>off-the-record</b><br/>96:25 130:4</p> <p><b>offer</b> 66:15 79:24<br/>80:2,4 107:23<br/>139:13 152:23<br/>154:8</p> <p><b>offered</b> 133:2<br/>141:23 142:3</p> | <p><b>offering</b> 134:8<br/>143:1</p> <p><b>offers</b> 144:19</p> <p><b>office</b> 5:18</p> <p><b>officer</b> 112:22,25<br/>113:1</p> <p><b>officers</b> 125:20<br/>158:16,18</p> <p><b>officials</b> 32:11</p> <p><b>Ohio</b> 37:24</p> <p><b>oils</b> 120:21</p> <p><b>older</b> 41:11</p> <p><b>Olive</b> 7:8 54:6 58:3<br/>116:24 136:23</p> <p><b>on-site</b> 125:1</p> <p><b>onebackpage.com</b><br/>129:20</p> <p><b>ongoing</b> 132:7,10<br/>152:5</p> <p><b>online</b> 136:14</p> <p><b>open</b> 49:12 80:21,<br/>23 85:22 86:5<br/>91:22 132:10</p> <p><b>opened</b> 73:17<br/>95:19 111:3</p> <p><b>opening</b> 57:13,22<br/>63:1,21</p> <p><b>operate</b> 85:19<br/>87:3</p> <p><b>operated</b> 58:6</p> <p><b>operating</b> 92:6,18<br/>93:7 94:22 158:4</p> <p><b>operation</b> 55:2<br/>63:8 93:20 94:17</p> <p><b>operational</b> 93:7</p> <p><b>operations</b> 61:15<br/>87:25 93:6 98:22</p> |
|---|---|--|---|

|  |  |  |  |
|--|--|--|--|
| <p><b>opinion</b> 98:21</p> <p><b>opportunity</b> 8:5<br/>66:5 71:17 146:6<br/>152:14 153:22</p> <p><b>opposed</b> 17:13<br/>49:12</p> <p><b>opposite</b> 137:19<br/>142:2</p> <p><b>opposition</b> 8:6<br/>17:17</p> <p><b>option</b> 71:21</p> <p><b>options</b> 71:14</p> <p><b>order</b> 5:7,25 7:7,<br/>11 9:7,21 11:3<br/>33:18,25 34:9,22<br/>35:5 53:6 64:7<br/>65:22 143:7<br/>144:25 148:1<br/>160:20</p> <p><b>ordinance</b> 7:2,6<br/>9:7,17 10:1,16<br/>12:5,7,10 16:15<br/>33:18,24 34:9,11,<br/>24 36:1,3,6 41:10,<br/>11 54:22 56:10<br/>69:13</p> <p><b>ordinances</b> 14:7<br/>34:11 56:10 71:24</p> <p><b>original</b> 56:19</p> <p><b>originally</b> 10:4<br/>20:18</p> <p><b>outcall</b> 137:12,14,<br/>16</p> <p><b>outcome</b> 20:2<br/>60:23</p> <p><b>outdoor</b> 7:3 9:8,22<br/>11:4 15:22 26:5,9<br/>41:20 45:14</p> <p><b>outlined</b> 35:7</p> <p><b>outright</b> 68:23</p> | <p><b>overlay</b> 9:25 10:7</p> <p><b>overnight</b> 82:1</p> <p><b>overturn</b> 67:23<br/>71:1,4 72:1</p> <p><b>overturned</b> 152:12<br/>153:18</p> <p><b>owned</b> 101:8<br/>140:1</p> <p><b>owner</b> 11:1 13:23<br/>55:15 73:8 74:8<br/>87:19 88:7 124:13<br/>125:3,13 126:24<br/>149:12 150:19</p> <p><b>owners</b> 15:20<br/>34:7,21 35:3<br/>58:10</p> <p><b>owns</b> 15:14</p> <hr/> <p style="text-align: center;"><b>P</b></p> <hr/> <p><b>p.m.</b> 5:2 111:3,12<br/>137:1</p> <p><b>package</b> 50:6</p> <p><b>packet</b> 50:10 56:8<br/>69:19</p> <p><b>paid</b> 100:1,2<br/>119:10 129:13<br/>143:5 153:9,10</p> <p><b>Pam</b> 37:23</p> <p><b>Pamela</b> 34:6</p> <p><b>paper</b> 82:17</p> <p><b>parameters</b> 71:17</p> <p><b>parcel</b> 14:14 15:9,<br/>14,23 18:8,9 19:9<br/>20:9 27:14</p> <p><b>pardon</b> 5:8 46:25<br/>47:6 133:5</p> <p><b>park</b> 41:1 47:16<br/>62:11</p> | <p><b>parlor</b> 116:1,4,19<br/>117:9 118:3<br/>123:23 124:24<br/>129:3 130:25<br/>142:14 156:24<br/>158:23</p> <p><b>parlors</b> 115:19<br/>118:21 128:21<br/>130:10 159:2</p> <p><b>part</b> 14:4,17 15:6<br/>16:12,15 18:9<br/>19:12 23:1 25:17<br/>27:9 42:5 57:1<br/>59:24 69:20 72:4<br/>87:25 114:4 127:5<br/>130:16,18</p> <p><b>parties</b> 10:21<br/>54:16 61:3</p> <p><b>parts</b> 78:8,16 79:1<br/>122:6</p> <p><b>partying</b> 39:7</p> <p><b>pass</b> 143:7 144:5</p> <p><b>passed</b> 65:17</p> <p><b>passerby</b> 80:25</p> <p><b>passing</b> 12:2<br/>35:23</p> <p><b>password</b> 129:11,<br/>14 144:11,12</p> <p><b>past</b> 19:16 20:14<br/>91:5</p> <p><b>patience</b> 5:4 8:12</p> <p><b>patios</b> 42:7</p> <p><b>pause</b> 75:3</p> <p><b>pawnshops</b><br/>113:24</p> <p><b>pay</b> 74:13,14<br/>85:18,24,25<br/>143:21 144:6,13,<br/>25 145:5 148:5,7,<br/>8,9,11,17,19,20,<br/>21</p> | <p><b>penalty</b> 62:7</p> <p><b>penis</b> 121:1 123:6</p> <p><b>people</b> 65:4 73:10<br/>75:14,23 105:17<br/>113:20 115:7,10,<br/>20 116:3 130:9<br/>131:15 157:18,19</p> <p><b>Perfect</b> 147:4</p> <p><b>perfectly</b> 160:2</p> <p><b>perform</b> 62:1<br/>110:10</p> <p><b>performed</b> 131:14</p> <p><b>performing</b> 100:9,<br/>18</p> <p><b>period</b> 13:3,5<br/>36:25 37:2 71:20<br/>87:11 94:4 95:23</p> <p><b>permanent</b> 75:20,<br/>22</p> <p><b>permissible</b> 133:4</p> <p><b>permit</b> 13:4 35:5<br/>37:1</p> <p><b>permits</b> 13:2<br/>14:17 36:24</p> <p><b>permitted</b> 33:4<br/>34:25 59:4 67:20</p> <p><b>person</b> 28:17<br/>64:19 103:19<br/>105:3 119:14<br/>148:21</p> <p><b>personal</b> 24:10<br/>28:9,18 96:2</p> <p><b>personally</b> 30:9<br/>158:5</p> <p><b>perspective</b> 9:11<br/>34:4</p> <p><b>petition</b> 7:4,15<br/>13:22 53:20 54:4</p> <p><b>petitioner</b> 13:11</p> |
|--|--|--|--|

|  |  |  |  |
|--|--|--|--|
| <p>27:19 37:7,11,13<br/>159:13</p> <p><b>petitioner's</b> 7:24</p> <p><b>petitioners</b> 7:21<br/>8:4</p> <p><b>petitions</b> 6:24</p> <p><b>ph</b> 121:25</p> <p><b>phone</b> 101:23<br/>104:21 106:15,16<br/>111:20 117:22<br/>118:4,5 127:18,25<br/>128:4,9,16,23<br/>135:12,22,24<br/>136:19,21,24<br/>138:2 142:4<br/>156:20 157:2</p> <p><b>photo</b> 136:15</p> <p><b>photograph</b><br/>136:11 137:5</p> <p><b>photographs</b><br/>135:2,5,10,18,19<br/>137:4,7,8 138:12</p> <p><b>photos</b> 37:19</p> <p><b>physically</b> 151:12</p> <p><b>pick</b> 105:15</p> <p><b>picked</b> 78:1</p> <p><b>pictures</b> 91:7</p> <p><b>pieces</b> 145:9</p> <p><b>place</b> 22:8 24:9<br/>49:2 76:9 105:14<br/>131:14</p> <p><b>places</b> 95:18<br/>103:5</p> <p><b>placing</b> 127:3<br/>135:3</p> <p><b>plan</b> 34:17,22<br/>35:8,19 46:17</p> <p><b>planes</b> 13:24</p> | <p><b>planned</b> 34:14<br/>49:4</p> <p><b>planner</b> 5:18 8:22<br/>33:21</p> <p><b>Planning</b> 34:15<br/>35:1,19 41:14<br/>45:19 46:4,8</p> <p><b>plat</b> 10:22</p> <p><b>platform</b> 16:9,11<br/>17:8,21 18:5 21:6</p> <p><b>platforms</b> 106:11,<br/>13,14 153:9</p> <p><b>play</b> 46:8</p> <p><b>podium</b> 32:11</p> <p><b>point</b> 13:12 18:5<br/>20:9 29:24 41:6<br/>48:11 50:19 53:6<br/>68:15 95:17 115:2<br/>117:3 120:8,25<br/>121:16 131:20<br/>141:14</p> <p><b>pointed</b> 42:18</p> <p><b>points</b> 50:21 66:5<br/>141:10,18 142:6</p> <p><b>police</b> 56:3 59:2,4,<br/>10 61:4,5,9,16,20,<br/>21,23 62:2,4,12,<br/>21,22,24 63:4,5,8<br/>64:21 74:21 75:1,<br/>13,17 76:1,2,17,<br/>19,24 77:2,6,14,<br/>24 78:14,21 79:2<br/>81:9,12,19 89:7<br/>97:5,18,19,21<br/>99:14,15 100:17<br/>105:8,14,16<br/>108:16 109:5<br/>112:13,22,25<br/>113:1 114:17<br/>116:12,16 141:7<br/>142:17,18 146:5</p> <p><b>policy</b> 91:11</p> | <p><b>pool</b> 14:15 15:21,<br/>22 16:12,13<br/>22:21,23,24 23:14<br/>24:14 25:11,16,<br/>20,21,25</p> <p><b>pops</b> 128:17</p> <p><b>popular</b> 136:8,9</p> <p><b>porches</b> 43:3</p> <p><b>porn</b> 134:2</p> <p><b>pornography</b><br/>113:23</p> <p><b>portion</b> 22:25 23:5<br/>26:6,18 34:23<br/>35:6,18 46:16</p> <p><b>portions</b> 61:5</p> <p><b>position</b> 37:17</p> <p><b>positions</b> 27:24</p> <p><b>positive</b> 31:15<br/>53:18 159:22</p> <p><b>positively</b> 147:14</p> <p><b>possess</b> 61:20</p> <p><b>possession</b> 66:12</p> <p><b>possibility</b> 116:13</p> <p><b>possibly</b> 14:13<br/>140:24</p> <p><b>post</b> 82:12,19<br/>106:23 107:3,10<br/>109:12 110:15<br/>118:20 131:8,11<br/>148:2,11,22<br/>151:22</p> <p><b>posted</b> 109:9<br/>130:21 139:19,20,<br/>24 140:9 142:3<br/>148:23 151:18,25<br/>152:1</p> <p><b>poster</b> 110:23</p> <p><b>posting</b> 141:2<br/>142:25 148:2</p> | <p>149:4,25 150:23<br/>153:7</p> <p><b>postings</b> 152:8</p> <p><b>posts</b> 38:20</p> <p><b>potential</b> 10:5</p> <p><b>poured</b> 16:9,11,12</p> <p><b>practical</b> 7:20 8:1<br/>11:9 12:3,13<br/>35:24 36:9</p> <p><b>practically</b> 42:16</p> <p><b>practices</b> 145:13<br/>153:13</p> <p><b>prefer</b> 46:23 47:2<br/>67:12</p> <p><b>preference</b> 27:1</p> <p><b>prejudicial</b> 139:23<br/>140:10</p> <p><b>premises</b> 88:10<br/>124:22 157:14,20,<br/>22</p> <p><b>prepare</b> 59:25</p> <p><b>prepared</b> 133:15</p> <p><b>presence</b> 31:14</p> <p><b>present</b> 8:19<br/>27:23 54:7 96:10<br/>125:4 153:22<br/>159:4,8,12,13</p> <p><b>presentation</b> 13:9<br/>37:5,10 54:9 60:3</p> <p><b>presented</b> 7:23<br/>8:4 30:9 139:18<br/>140:11 141:3,4</p> <p><b>presents</b> 11:13</p> <p><b>pretty</b> 22:15 26:16<br/>28:10 42:13,14<br/>43:9,10,22 126:19</p> <p><b>prevent</b> 88:24<br/>89:2 100:17 159:4</p> |
|--|--|--|--|

|   |   |  |   |
|---|---|--|---|
| <b>prevented</b> 139:18   | <b>product</b> 14:14  | <b>PUD</b> 38:3  | 157:15,19 158:15  |
| <b>previous</b> 151:23  | <b>professional</b><br>120:6,11   | <b>pull</b> 46:22  | <b>questions</b> 13:10,<br>12,13 15:25 20:20<br>21:1 29:22 32:5,<br>22,25 37:9,11<br>50:14,17 56:25<br>72:20 77:5 83:12<br>85:6 86:24 87:1<br>89:23 95:10<br>96:15,19 97:2<br>106:9,11 108:12,<br>14 109:19,22,23<br>111:24 112:16<br>146:18 147:8<br>156:5,15 157:6<br>158:14 159:15 |
| <b>previously</b> 14:8<br>134:19  | <b>project</b> 14:3 49:15   | <b>pulled</b> 10:24  | <b>quick</b> 41:6 141:13,<br>16 156:10  |
| <b>price</b> 101:17   | <b>promptly</b> 154:23  | <b>purchase</b> 40:2   | <b>quiet</b> 50:14  |
| <b>prices</b> 101:15,16   | <b>proper</b> 153:14  | <b>purchased</b> 58:9  | <b>quorum</b> 53:13   |
| <b>print</b> 136:2 138:17<br>139:1  | <b>properly</b> 140:16  | <b>pure</b> 76:13 110:17   |   |
| <b>printed</b> 138:24,25<br>139:4   | <b>properties</b> 12:21<br>36:18  | <b>purpose</b> 39:2 53:9<br>145:20   |   |
| <b>printing</b> 140:14  | <b>property</b> 11:22<br>13:23,25 15:5<br>21:12 22:11 24:24<br>26:1,2 28:24<br>34:14,21 35:3,10,<br>12 43:15,19 69:11 | <b>purposes</b> 54:13<br>145:18,22   |   |
| <b>prior</b> 38:8 58:10<br>73:22 74:8 79:8<br>80:13 81:15,20<br>100:22,24 | <b>proposal</b> 9:14  | <b>put</b> 14:10,18 15:1,<br>3 16:15,18 17:1,2,<br>20,21,22 18:1,14<br>19:14 20:19 22:13<br>23:25 24:7,14,23<br>40:10 44:14 46:13<br>47:1,3 100:21<br>102:25 115:16<br>138:20  |   |
| <b>private</b> 76:9,10<br>78:8,16 79:1                                    | <b>proposed</b> 35:9,11<br>46:17,19   | <b>puts</b> 64:8   |   |
| <b>probationary</b><br>71:19  | <b>prosecuting</b> 5:17<br>96:9   | <b>putting</b> 25:18 67:5<br>129:7   |   |
| <b>problem</b> 32:6<br>38:10,20 71:22<br>156:22                           | <b>prostitute</b> 137:17  |  | <b>R</b>  |
| <b>problems</b> 49:24,<br>25 79:21  | <b>prostitution</b> 59:8<br>80:6 97:12,16,19,<br>22 99:16 114:1,2,<br>3,6 118:25 119:1<br>132:13,17 143:12            |  | <b>Rader</b> 5:13 6:7,18,<br>19 33:7,8 45:1<br>49:10 52:25 53:1<br>161:12,13  |
| <b>procedure</b> 63:16<br>70:12   | <b>protocols</b> 96:3   | <b>Q</b>   | <b>Raider</b> 5:13  |
| <b>procedures</b> 152:3   | <b>provide</b> 11:8<br>54:10,11 62:3<br>82:7,13,15 110:16<br>111:1 135:13   | <b>quarterback</b> 122:5   | <b>railroad</b> 11:23   |
| <b>proceed</b> 35:17<br>63:6 133:15<br>134:13 155:11,14,<br>16,19         | <b>provided</b> 11:12<br>50:6 56:8 61:23<br>66:10,11 68:14  | <b>quasi-judicial</b><br>7:22 63:17 96:18<br>99:1 141:17   | <b>rain</b> 27:3  |
| <b>proceeds</b> 13:6<br>37:3  | <b>provisions</b> 12:7<br>36:3  | <b>question</b> 16:3<br>22:4,19 28:25<br>35:9 37:6 44:23<br>45:1 47:7,21 49:9<br>74:23 77:18 87:2<br>90:12 91:5 93:3<br>94:21 98:9,12,25<br>99:1,4 102:17,18,<br>22 103:3 106:10<br>118:13 140:20<br>144:3,14,21 146:3<br>147:19 149:23<br>151:24 156:6,12 | <b>rains</b> 27:4   |
| <b>process</b> 10:15<br>14:16 35:18<br>54:22,24 67:16<br>90:18,19,25      | <b>public</b> 12:10 36:6<br>56:11   |  | <b>raise</b> 37:14  |
| <b>produced</b> 12:19<br>36:16  | <b>publication</b> 7:14<br>56:12  |  | <b>raised</b> 68:14   |

|   |   |  |   |
|---|---|--|---|
| <p><b>Readvised</b> 12:1<br/>35:22 69:12</p> <p><b>real</b> 87:14 141:16<br/>156:10</p> <p><b>realize</b> 59:24 60:1<br/>64:18</p> <p><b>rearrange</b> 54:20</p> <p><b>reason</b> 62:10<br/>64:10 78:15 149:3</p> <p><b>reasonable</b> 71:25<br/>99:3</p> <p><b>reasons</b> 58:19<br/>64:16 81:17</p> <p><b>rebuilt</b> 38:18</p> <p><b>recall</b> 108:23<br/>143:19 144:14<br/>151:2,5</p> <p><b>receive</b> 114:5</p> <p><b>received</b> 69:19<br/>116:17</p> <p><b>receiving</b> 120:6</p> <p><b>recent</b> 92:10</p> <p><b>recently</b> 127:17<br/>132:3</p> <p><b>recess</b> 133:10,12<br/>153:21 154:10,15,<br/>24</p> <p><b>recognize</b> 115:9<br/>140:7</p> <p><b>record</b> 10:22<br/>13:19 20:21 28:17<br/>32:13 56:6,8,22,<br/>25 57:1 69:20<br/>79:14,16 83:10<br/>102:11,17,18,20<br/>112:18 133:9,14<br/>145:17</p> <p><b>records</b> 56:20<br/>76:25 77:3</p> | <p><b>recourse</b> 150:1,<br/>18,20,21,24,25</p> <p><b>recover</b> 133:8</p> <p><b>Recross</b> 109:21</p> <p><b>red</b> 34:2,5 35:7</p> <p><b>redacted</b> 61:5</p> <p><b>redirect</b> 108:13<br/>156:10,14</p> <p><b>reduce</b> 11:2</p> <p><b>reduced</b> 9:21</p> <p><b>reduction</b> 10:5</p> <p><b>refer</b> 37:20 69:13<br/>157:24</p> <p><b>reference</b> 18:15<br/>37:19</p> <p><b>referring</b> 19:14<br/>82:18</p> <p><b>refers</b> 69:14</p> <p><b>reflection</b> 29:25</p> <p><b>reformed</b> 145:12<br/>153:13</p> <p><b>refuse</b> 64:10 82:14<br/>110:25</p> <p><b>regard</b> 69:11<br/>128:4</p> <p><b>registered</b> 124:13<br/>126:6</p> <p><b>regulations</b> 11:15<br/>12:6 36:2</p> <p><b>reinstated</b> 67:21</p> <p><b>reinstatement</b><br/>160:10</p> <p><b>related</b> 20:17<br/>142:4</p> <p><b>relating</b> 12:7 36:3<br/>157:15</p> <p><b>relation</b> 12:16<br/>36:12</p> | <p><b>relative</b> 8:6 52:12</p> <p><b>relevance</b> 142:10,<br/>24</p> <p><b>relevant</b> 98:18,19,<br/>22 142:11 143:17<br/>145:11,21 156:24<br/>159:16</p> <p><b>relief</b> 94:1</p> <p><b>remain</b> 67:10<br/>91:21</p> <p><b>remaining</b> 124:4</p> <p><b>remains</b> 10:16</p> <p><b>remarks</b> 57:13</p> <p><b>remedial</b> 64:2 65:6<br/>100:16 142:12,22</p> <p><b>remember</b> 74:5,14<br/>75:4 118:16<br/>119:10,14 124:25</p> <p><b>reminded</b> 7:21</p> <p><b>remodel</b> 74:15</p> <p><b>remove</b> 91:12<br/>154:4</p> <p><b>removed</b> 120:9</p> <p><b>render</b> 70:24</p> <p><b>rendered</b> 55:5<br/>87:24 160:20</p> <p><b>renew</b> 7:12 68:1<br/>84:16,19 85:12<br/>86:4</p> <p><b>renewal</b> 58:1 91:1<br/>160:12,13 161:4,5</p> <p><b>renewed</b> 55:1 65:2<br/>84:22 85:15</p> <p><b>rent</b> 85:24,25<br/>89:14,16,17</p> <p><b>reopen</b> 93:14</p> <p><b>reopened</b> 93:11</p> <p><b>reopening</b> 96:3,5</p> | <p><b>repeat</b> 94:21</p> <p><b>replace</b> 34:22 40:9<br/>58:19</p> <p><b>replacing</b> 40:10</p> <p><b>replied</b> 76:8</p> <p><b>report</b> 61:5,20<br/>62:12,22 63:4,5<br/>76:4,5,7 89:6<br/>90:14 122:13<br/>157:24</p> <p><b>reporter</b> 5:22 6:12<br/>9:2 33:19 57:3<br/>72:17 83:7 86:18<br/>92:25 106:25<br/>159:19</p> <p><b>reports</b> 61:4,23,24<br/>62:22 116:18</p> <p><b>repost</b> 140:5</p> <p><b>reposting</b> 149:12</p> <p><b>representative</b><br/>5:16 7:17 30:17</p> <p><b>representatives</b><br/>32:23</p> <p><b>representing</b> 28:1<br/>56:1</p> <p><b>request</b> 6:25 7:5,<br/>21 8:5,7,8,25 9:5<br/>27:25 32:8,25<br/>33:11,17,23 35:16<br/>52:6,22 53:5<br/>61:22 82:13<br/>110:12,20,25</p> <p><b>requested</b> 7:19<br/>65:8</p> <p><b>requesting</b> 9:15,<br/>20 11:2 34:8</p> <p><b>requests</b> 61:19</p> <p><b>require</b> 27:10<br/>65:22 143:20<br/>144:25 145:4<br/>148:1,4</p> |
|---|---|--|---|

|  |  |   |   |
|--|--|---|---|
| <p><b>required</b> 22:16<br/>23:8 25:2</p> <p><b>requirement</b> 12:16<br/>24:8 36:12</p> <p><b>requirements</b><br/>27:10 50:20 90:1<br/>95:20</p> <p><b>requires</b> 27:8<br/>64:12</p> <p><b>researched</b> 10:2</p> <p><b>reservation</b> 110:5</p> <p><b>reside</b> 115:25</p> <p><b>resided</b> 124:8</p> <p><b>residence</b> 34:10,<br/>18</p> <p><b>resident</b> 32:1<br/>75:19,20,22</p> <p><b>residential</b> 11:1</p> <p><b>respect</b> 51:11<br/>81:5,6,8,9</p> <p><b>respectable</b> 127:1</p> <p><b>respects</b> 64:20,22</p> <p><b>respond</b> 27:18<br/>141:11 143:18</p> <p><b>responded</b> 122:6</p> <p><b>respondent</b> 13:15</p> <p><b>response</b> 11:16<br/>29:10 142:7<br/>144:17</p> <p><b>responsibility</b><br/>7:25 88:19</p> <p><b>responsible</b> 88:22</p> <p><b>rest</b> 39:9 49:22<br/>111:16 112:1,7,8</p> <p><b>restored</b> 89:1</p> <p><b>restriction</b> 95:21</p> <p><b>results</b> 66:1</p> | <p><b>retaining</b> 14:10<br/>22:6,8 23:25 24:6,<br/>13</p> <p><b>return</b> 58:18<br/>117:17 121:17</p> <p><b>returned</b> 59:6<br/>120:22,24</p> <p><b>revenue</b> 14:4</p> <p><b>reverse</b> 68:17,22<br/>69:4 159:25</p> <p><b>review</b> 10:15<br/>45:22 46:10<br/>133:16</p> <p><b>reviewed</b> 6:8<br/>104:2</p> <p><b>reviewing</b> 10:13<br/>12:13 36:8 45:20<br/>68:10 70:15</p> <p><b>reviews</b> 149:9</p> <p><b>revocation</b> 90:23<br/>91:2</p> <p><b>right-hand</b> 23:6<br/>46:16</p> <p><b>ring</b> 92:19</p> <p><b>road</b> 9:13 22:6</p> <p><b>rogue</b> 65:12</p> <p><b>role</b> 55:11 161:8</p> <p><b>roll</b> 33:1</p> <p><b>rolled</b> 120:19</p> <p><b>roof</b> 26:23 28:11<br/>42:3,4 43:3</p> <p><b>roofing</b> 42:9,19</p> <p><b>room</b> 7:7 26:13<br/>64:11 82:12,19,20<br/>91:19 100:13<br/>110:15,18 119:23,<br/>24 120:20</p> <p><b>rooms</b> 48:8 64:8<br/>80:18,19,20 91:5,</p> | <p>7,17</p> <p><b>rotten</b> 38:21</p> <p><b>rough</b> 11:5</p> <p><b>round</b> 27:12 38:25<br/>49:1</p> <p><b>row</b> 135:18</p> <p><b>Rubmaps.com</b><br/>129:22</p> <p><b>rule</b> 63:9,12 91:21<br/>140:16</p> <p><b>rules</b> 57:6 101:13</p> <p><b>run</b> 49:2 93:19,21,<br/>24 101:25</p> <hr/> <p style="text-align: center;"><b>S</b></p> <hr/> <p><b>sad</b> 83:15,18</p> <p><b>safety</b> 12:11 36:7</p> <p><b>salacious</b> 140:13</p> <p><b>San</b> 83:22 84:13</p> <p><b>Sasha</b> 58:21 59:1,<br/>12 60:10,16,24<br/>62:13 64:17,18,24<br/>65:20 73:21<br/>75:15,19,21,25<br/>77:7,8 78:20,22,<br/>25 79:3,4,6,10<br/>97:7 99:21 100:7<br/>105:12,15,16,20,<br/>23,24 108:19,20,<br/>24 116:7 122:23<br/>123:17 124:7<br/>125:5 126:2,8<br/>132:12</p> <p><b>Sasha's</b> 60:19<br/>78:19</p> <p><b>sat</b> 10:21 14:1<br/>15:24 108:21</p> <p><b>Sandra</b> 5:20</p> <p><b>save</b> 94:10</p> | <p><b>saved</b> 94:11</p> <p><b>savings</b> 95:14</p> <p><b>scene</b> 125:10</p> <p><b>school</b> 83:22,23<br/>90:3 92:23</p> <p><b>screen</b> 9:8 11:5,24<br/>34:1 139:3,11</p> <p><b>screened</b> 43:3</p> <p><b>scroll</b> 135:4</p> <p><b>scrotum</b> 123:5</p> <p><b>search</b> 124:21<br/>125:1 128:5,8<br/>132:11 136:1<br/>146:5 151:15,25<br/>152:14,15 154:1<br/>157:8,21</p> <p><b>searched</b> 75:23<br/>76:3</p> <p><b>seated</b> 67:10</p> <p><b>secondarily</b> 19:16</p> <p><b>seconded</b> 52:18<br/>161:8</p> <p><b>section</b> 7:6 33:17,<br/>24 34:8 56:11<br/>62:6</p> <p><b>secured</b> 12:11<br/>36:7</p> <p><b>seeking</b> 35:13<br/>41:21 45:13</p> <p><b>self-cover</b> 20:10</p> <p><b>send</b> 76:18 95:18<br/>121:20 158:18<br/>159:1</p> <p><b>senior</b> 5:18 8:22<br/>33:21 114:14</p> <p><b>sense</b> 32:4 71:1</p> <p><b>separately</b> 98:2</p> <p><b>September</b> 56:15<br/>77:8</p> |
|--|--|---|---|

|   |  |   |  |
|---|--|---|--|
| <b>sergeant</b> 122:8   | <b>sex-related</b> 88:14   | 4 105:13  | 133:6,14 135:16  |
| <b>series</b> 61:14   | <b>sexguide.com</b><br>130:21  | <b>side</b> 10:12 15:10,<br>15 18:9 19:18<br>20:11,12 23:18<br>24:4,5 26:1 40:25<br>41:1 46:14,16<br>48:2,3,4,7 60:14<br>76:10 94:11 98:21              | 144:8 145:21,24<br>146:20 150:8<br>154:19 155:17<br>158:13   |
| <b>serve</b> 27:12  | <b>sexual</b> 62:1 76:16<br>79:24 80:2,10,14<br>109:10,13,16<br>110:11,12,16<br>115:19   | <b>sides</b> 22:16 49:17  | <b>sit</b> 11:17,19 52:7<br>54:23 62:23<br>111:25  |
| <b>served</b> 12:25 30:4<br>36:22   | <b>shadowy</b> 25:16   | <b>sideways</b> 28:13   | <b>site</b> 7:1 9:6,9,11,<br>17,23 10:1,20<br>34:1,4,17,22 35:8,<br>19 41:2,3 46:16,<br>23 47:2 129:14         |
| <b>service</b> 64:10<br>76:16 80:5 82:15,<br>20 88:13 91:19<br>101:25 102:5<br>103:8  | <b>shape</b> 43:14   | <b>sign</b> 64:7 88:12<br>100:24,25 110:8,<br>11,19,22,23<br>118:19 161:19  | <b>sites</b> 102:9 129:9<br>142:24 143:10<br>146:11  |
| <b>services</b> 62:2,3<br>79:24 80:2 87:24<br>96:3 102:23<br>106:14 135:13<br>136:14  | <b>share</b> 99:24   | <b>signed</b> 76:15 79:9<br>82:6 85:18,21<br>89:4 92:10 101:5   | <b>sits</b> 7:22 43:11   |
| <b>set</b> 18:8 68:8<br>101:15 117:10<br>136:10 149:10<br>155:24  | <b>she'd</b> 141:7   | <b>significant</b> 11:13<br>14:4,9,12 23:24<br>24:10,19 26:16   | <b>sitting</b> 29:17 54:14<br>58:16 67:13  |
| <b>setback</b> 7:1 9:6,<br>16,20 10:2,11<br>11:3 14:11 23:21<br>25:23 26:4 30:14<br>34:13,20,25<br>35:14,21 38:13,16<br>41:9,13 42:6,12,<br>13,14 43:22,23,25<br>44:9 45:14 48:14 | <b>she'll</b> 91:11  | <b>signing</b> 88:16  | <b>situated</b> 54:21  |
| <b>setbacks</b> 10:6,17<br>20:14,15 34:16   | <b>Shelby</b> 16:16  | <b>signs</b> 64:8 100:21<br>114:23 132:17<br>142:22   | <b>situation</b> 22:7<br>30:12 50:22<br>115:10   |
| <b>sets</b> 21:21 41:11   | <b>shock</b> 76:14   | <b>similar</b> 29:3 81:17<br>82:3 136:6 138:10  | <b>situations</b> 115:17<br>120:11   |
| <b>Setting</b> 55:15  | <b>shocked</b> 59:9<br>104:23  | <b>simple</b> 42:3 110:4,<br>7 128:5  | <b>sixth</b> 36:25 62:8<br>83:23 92:24   |
| <b>sewer</b> 14:25 15:1   | <b>shocking</b> 140:13   | <b>simply</b> 65:21<br>140:10 157:2   | <b>size</b> 21:6 39:5 41:3   |
| <b>sex</b> 82:8 100:9,18<br>114:6,24 115:3,5,<br>20 116:13 118:25<br>119:1 125:18<br>131:14 132:21<br>137:13,17,21<br>142:23 143:11<br>157:15,17                                  | <b>shoots</b> 25:13  | <b>single</b> 84:4  | <b>Skip</b> 103:7,9<br>117:25 118:9,14,<br>15,18 119:2<br>129:10 134:24,25<br>136:1,7 138:1,11<br>149:20 152:1 |
| <b>sex-related</b> 88:14  | <b>shop</b> 74:15 75:16,<br>24 76:3,9,19<br>84:24 85:1 93:10<br>102:2,4 103:19<br>104:25 | <b>single-family</b><br>10:25   | <b>skipthegames.com</b> 129:17<br>147:20 148:14  |
| <b>sexguide.com</b><br>130:21   | <b>short</b> 46:21<br>133:12 143:15<br>154:24  | <b>sir</b> 20:25 30:16<br>32:10,11,22<br>37:13,21 42:25<br>44:12 49:8 51:4<br>52:8 53:22 63:23<br>66:20,25 72:14,15<br>83:2 92:1 108:2<br>111:24 112:21 | <b>skipthegames.eu</b><br>147:13 148:1<br>149:17   |
| <b>sexual</b> 62:1 76:16<br>79:24 80:2,10,14<br>109:10,13,16<br>110:11,12,16<br>115:19  | <b>show</b> 7:25 19:2<br>59:20,24 61:24<br>66:10 135:2                                   | <b>slab</b> 26:24   |  |
| <b>shadowy</b> 25:16  | <b>showing</b> 11:25<br>46:17 63:3   |   |  |
| <b>shape</b> 43:14  | <b>shown</b> 60:8 69:3   |   |  |
| <b>share</b> 99:24  | <b>shows</b> 18:24<br>139:5  |   |  |
| <b>she'd</b> 141:7  | <b>sic</b> 5:21 20:1<br>52:12 78:11 85:12<br>88:9 97:17 102:2,                           |   |  |
| <b>she'll</b> 91:11   |  |   |  |
| <b>Shelby</b> 16:16   |  |   |  |
| <b>shock</b> 76:14  |  |   |  |
| <b>shocked</b> 59:9<br>104:23   |  |   |  |
| <b>shocking</b> 140:13  |  |   |  |
| <b>shoots</b> 25:13   |  |   |  |
| <b>shop</b> 74:15 75:16,<br>24 76:3,9,19<br>84:24 85:1 93:10<br>102:2,4 103:19<br>104:25  |  |   |  |
| <b>short</b> 46:21<br>133:12 143:15<br>154:24   |  |   |  |
| <b>show</b> 7:25 19:2<br>59:20,24 61:24<br>66:10 135:2  |  |   |  |
| <b>showing</b> 11:25<br>46:17 63:3  |  |   |  |
| <b>shown</b> 60:8 69:3  |  |   |  |
| <b>shows</b> 18:24<br>139:5   |  |   |  |
| <b>sic</b> 5:21 20:1<br>52:12 78:11 85:12<br>88:9 97:17 102:2,  |  |   |  |

|   |   |  |   |
|---|---|--|---|
| <p><b>sleazy</b> 154:5</p> <p><b>slept</b> 81:25</p> <p><b>slide</b> 45:12</p> <p><b>slightly</b> 26:7 64:12 80:22</p> <p><b>slope</b> 19:8</p> <p><b>slow</b> 57:5</p> <p><b>slowed</b> 95:3</p> <p><b>slowly</b> 67:3</p> <p><b>solid</b> 66:1</p> <p><b>somebody's</b> 76:9 149:11</p> <p><b>son</b> 27:7</p> <p><b>son's</b> 28:8</p> <p><b>sort</b> 59:11 62:15 65:10 81:23</p> <p><b>sought</b> 35:4</p> <p><b>sounded</b> 16:23</p> <p><b>spa</b> 7:8,13 54:5 55:1,2,15,16 57:25 58:2,7,9,21 59:3,8 61:7,10 62:9 64:17 65:21 73:8,11,17 74:4, 11,13 76:16,19 79:25 80:3 81:19 82:1 84:1,2 85:9 97:6 99:19 100:4, 9,17,19 101:8,23 102:1,8 106:16 109:9,13,16 116:14,23 117:5, 11,23 121:17 125:1 126:16 127:21 128:1 130:18,21 131:14 135:25 138:3 140:12 143:16 146:6 151:2 157:4</p> <p><b>Spa's</b> 55:7,8 104:21</p> | <p><b>space</b> 39:13</p> <p><b>speak</b> 8:6 20:4 32:2 37:7 66:1,2 140:6 154:17</p> <p><b>speaker</b> 57:11</p> <p><b>speaking</b> 32:19 42:17</p> <p><b>special</b> 27:8 61:15 113:3,12,15,17 114:4,5</p> <p><b>specializes</b> 114:21</p> <p><b>specific</b> 7:2 9:6,17 10:1,8 135:10 151:21</p> <p><b>specifically</b> 41:12 143:10 150:5</p> <p><b>spell</b> 72:21 104:9 112:18</p> <p><b>spend</b> 61:13</p> <p><b>spent</b> 14:12 38:9</p> <p><b>spirit</b> 12:10 17:11 21:16 36:6</p> <p><b>spite</b> 21:20</p> <p><b>spoke</b> 15:7,13 16:16</p> <p><b>spoken</b> 79:10</p> <p><b>spot</b> 25:15,16</p> <p><b>spouse</b> 51:19</p> <p><b>square</b> 39:12,17</p> <p><b>St</b> 8:15 15:7 17:12 56:3 61:16,21 73:2 81:9 92:4 96:2 112:12,22 114:20 135:1</p> <p><b>stacy</b> 13:20,22</p> <p><b>staff</b> 8:18 10:2 35:3 41:7,17 54:6, 8</p> | <p><b>stand</b> 8:19 134:15, 17 149:11,13</p> <p><b>standard</b> 56:10 67:18,19 68:3</p> <p><b>standards</b> 140:22</p> <p><b>standing</b> 67:13,14</p> <p><b>standpoint</b> 20:13</p> <p><b>stands</b> 149:10</p> <p><b>star</b> 9:10 34:2</p> <p><b>start</b> 142:9</p> <p><b>started</b> 13:6 30:1 37:3 117:8 120:4, 9,24 157:10</p> <p><b>starting</b> 5:2</p> <p><b>state</b> 7:18 9:24 13:19 34:12 37:17 50:3 63:2 72:21 112:17 139:25</p> <p><b>stated</b> 6:23 62:13, 14 92:3,22 116:17</p> <p><b>statement</b> 11:8,11 12:13 36:8 57:22 63:1,21</p> <p><b>states</b> 12:2 35:23 41:20 58:15 72:25 81:7 83:21,24 94:9 118:17 150:7,10,13,18</p> <p><b>station</b> 76:2</p> <p><b>Statutes</b> 12:2 35:23 69:12</p> <p><b>stay</b> 14:10 49:24 53:24 89:12</p> <p><b>stayed</b> 124:1</p> <p><b>stays</b> 90:22 91:1</p> <p><b>Steamboat</b> 124:5, 8</p> <p><b>step</b> 31:2 32:10</p> | <p><b>STL</b> 139:4</p> <p><b>stomach</b> 120:2</p> <p><b>stop</b> 23:12 31:20 44:12 102:14 121:10 123:19 141:8 149:13</p> <p><b>stopped</b> 121:2</p> <p><b>story</b> 59:17</p> <p><b>streetwalkers</b> 130:11</p> <p><b>strict</b> 12:4 35:25</p> <p><b>strike</b> 57:4 144:16</p> <p><b>Strip</b> 130:11</p> <p><b>structure</b> 9:16 10:17 13:3 23:17 28:11 34:24 36:24 42:5,8,10,19</p> <p><b>structures</b> 10:13 12:9 36:5</p> <p><b>struggle</b> 22:4</p> <p><b>stuck</b> 28:3 30:10</p> <p><b>study</b> 19:25 20:2</p> <p><b>stuff</b> 25:4</p> <p><b>style</b> 153:24</p> <p><b>subdivision</b> 9:19 10:18 11:18 34:12 43:2</p> <p><b>subject</b> 9:9,11 10:20 34:4 145:8 152:22</p> <p><b>submitted</b> 19:19 34:21</p> <p><b>subscriber</b> 153:9, 10</p> <p><b>subscription</b> 129:13</p> <p><b>subscriptions</b> 143:6</p> |
|---|---|--|---|

|  |   |  |   |
|--|---|--|---|
| <p><b>substantial</b> 12:11, 15,19,20 22:15 36:7,11,16,17</p> <p><b>success</b> 54:2</p> <p><b>suggest</b> 72:2 159:21,23</p> <p><b>Suite</b> 7:9 54:6</p> <p><b>summarize</b> 63:22</p> <p><b>summary</b> 9:14</p> <p><b>summer</b> 39:1 48:24</p> <p><b>summertime</b> 27:3, 7</p> <p><b>sun</b> 7:7</p> <p><b>Sunny</b> 131:1</p> <p><b>Sunny's</b> 7:8,13 54:5,25 55:7,8,14, 16 57:25 58:2,7 59:3 73:8,17 74:4 97:5 100:4,17 101:8,23 102:1,8 104:20 106:16 116:14,23 117:5, 23 121:17 125:1 126:16 127:21 128:1 130:18,21 131:14 135:24 138:3 140:12 143:16 146:6 151:2 157:3</p> <p><b>sunroof</b> 54:2</p> <p><b>sunroofs</b> 48:1</p> <p><b>sunroom</b> 33:18,25 34:9,23 35:5,9,11, 14 38:7,24 39:4 40:11 41:18,20 42:11 44:25 45:13,17,24 46:18,19 49:11 54:2</p> <p><b>sunrooms</b> 40:21,</p> | <p>24 43:1,2,20 48:8</p> <p><b>Sunshine</b> 61:22</p> <p><b>supervision</b> 81:3 84:25</p> <p><b>supervisor</b> 122:9</p> <p><b>support</b> 15:8,11, 13,19,21 17:16,19 19:19 32:7 50:5 51:2 84:6,11,14, 20 85:2 86:1 102:22</p> <p><b>supported</b> 17:12 19:20 69:18</p> <p><b>supportive</b> 15:16</p> <p><b>supposed</b> 20:10 83:16</p> <p><b>surprise</b> 104:20</p> <p><b>surveillance</b> 117:8,10,13,15, 16,19,21 123:22 151:13 158:23</p> <p><b>survey</b> 35:6 46:14</p> <p><b>surveys</b> 46:13</p> <p><b>suspect</b> 20:16</p> <p><b>suspicious</b> 89:6</p> <p><b>sustain</b> 94:23 160:5</p> <p><b>SUTTON</b> 13:21</p> <p><b>swear</b> 59:16 67:5</p> <p><b>swim</b> 14:20</p> <p><b>switched</b> 120:19</p> <p><b>sworn</b> 9:3 13:19, 20 31:9,13,23 37:14,15 57:8 67:1 72:18 112:14</p> <p><b>system</b> 115:13,14</p> <p><b>systems</b> 140:5</p> | <hr/> <p><b>T</b></p> <hr/> <p><b>table</b> 120:1 152:12</p> <p><b>tail</b> 131:22</p> <p><b>takes</b> 8:9 65:24</p> <p><b>taking</b> 13:21 35:18 75:8</p> <p><b>talk</b> 76:17 88:3,6 100:12 115:3 116:2 130:10,13, 15</p> <p><b>talked</b> 49:13,16,21 157:13,16</p> <p><b>talking</b> 19:3 51:21 94:4 114:25 149:8,9</p> <p><b>talks</b> 136:22 137:11</p> <p><b>task</b> 61:15 113:4 114:4 125:20</p> <p><b>teased</b> 121:8</p> <p><b>technically</b> 95:22</p> <p><b>telephone</b> 117:24 135:20 137:6,9 138:13,15</p> <p><b>telling</b> 59:10 109:6 153:25</p> <p><b>ten</b> 65:17,25 142:19 146:13</p> <p><b>tenures</b> 93:21</p> <p><b>term</b> 128:20</p> <p><b>termed</b> 131:16</p> <p><b>terminate</b> 77:15 78:19</p> <p><b>terminated</b> 60:15</p> <p><b>terms</b> 13:7 37:4</p> <p><b>Terrace</b> 34:7</p> | <p><b>terraces</b> 7:5 33:16,22 34:11</p> <p><b>terrain</b> 47:21</p> <p><b>terrible</b> 149:11</p> <p><b>test</b> 90:8 158:16</p> <p><b>testified</b> 99:18 100:15 105:7 106:3 124:12 127:13 142:11,17 143:9,13 144:9</p> <p><b>testify</b> 64:21,23 66:5 67:2,6 107:21 143:24</p> <p><b>testifying</b> 59:16 95:23 143:20</p> <p><b>testimony</b> 140:17 142:1,16</p> <p><b>Texas</b> 126:10</p> <p><b>theory</b> 149:6</p> <p><b>therapeutic</b> 120:7</p> <p><b>therapist</b> 77:6 80:10,14 89:25</p> <p><b>therapists</b> 58:12 62:1 81:16</p> <p><b>thin</b> 43:9</p> <p><b>thing</b> 23:7,8 28:6 30:4 38:23 50:4 51:16 59:11 72:4 83:17 123:3 126:19 128:17</p> <p><b>things</b> 21:21 24:23 39:7 48:22 65:23 98:11 107:9 140:5,9 141:2 142:19 143:8,15 145:15 149:25 150:9,23 151:22</p> <p><b>thinnest</b> 43:7</p> <p><b>thought</b> 19:21 41:7 60:2 93:6</p> |
|--|---|--|---|

|  |  |   |  |
|--|--|---|--|
| <p><b>thoughts</b> 18:3<br/>50:20 52:11</p> <p><b>thwart</b> 141:4</p> <p><b>ties</b> 27:15</p> <p><b>time</b> 5:2 13:13<br/>14:13 16:9,10<br/>19:4 38:9,11 40:9<br/>58:10,20 66:13<br/>75:9,14 78:24<br/>81:4 87:11 89:5<br/>91:22 93:24 94:2,<br/>4,25 95:11,23<br/>99:18,22 110:5<br/>111:19 120:8<br/>121:1,8 124:2,20<br/>151:24 152:13<br/>153:21 157:22<br/>159:15</p> <p><b>timeframe</b> 131:12</p> <p><b>timeline</b> 92:3</p> <p><b>times</b> 75:7 108:17<br/>148:6</p> <p><b>Tina</b> 74:8,10</p> <p><b>tired</b> 88:5</p> <p><b>today</b> 33:15 46:15<br/>56:23 68:25<br/>105:25 126:20<br/>127:20 136:3<br/>137:24 138:19<br/>139:5 153:15<br/>156:18</p> <p><b>told</b> 38:13 59:7<br/>61:3,19 62:24<br/>64:23 75:10,11,<br/>12,18 76:11,19<br/>77:14 78:9,10,15<br/>82:9 83:16 97:18,<br/>19 99:15 105:14,<br/>16,23 119:14<br/>142:18 143:4</p> <p><b>tolerate</b> 62:15</p> <p><b>ton</b> 142:12</p> | <p><b>tonight</b> 7:4,24<br/>8:11 13:22 58:16<br/>91:1 109:25</p> <p><b>top</b> 17:6,22 23:6<br/>26:15,21 47:10<br/>145:6</p> <p><b>topography</b> 11:12,<br/>16 14:22,25 22:5,<br/>12 23:24 24:20,24<br/>30:12</p> <p><b>total</b> 74:17 138:12</p> <p><b>totality</b> 132:15</p> <p><b>totally</b> 78:18</p> <p><b>touch</b> 120:17</p> <p><b>touched</b> 76:9,10<br/>120:25 121:7<br/>123:6</p> <p><b>touching</b> 78:8,16,<br/>25 93:5 105:17<br/>121:1</p> <p><b>towel</b> 120:3,9,20,<br/>23</p> <p><b>tower</b> 20:18</p> <p><b>towers</b> 20:16</p> <p><b>townhome</b> 34:10</p> <p><b>traditional</b> 58:8</p> <p><b>traffickers</b> 115:9,<br/>15</p> <p><b>trafficking</b> 61:8,24<br/>75:17 113:4,21<br/>114:2,6,9,10,17,<br/>24 115:3,5,8<br/>116:13 118:25<br/>119:2 124:23<br/>125:19 143:12<br/>157:15,17</p> <p><b>training</b> 90:1<br/>114:5,8</p> <p><b>trainings</b> 114:7,12</p> | <p><b>trains</b> 13:24</p> <p><b>transcript</b> 83:9</p> <p><b>transition</b> 41:17</p> <p><b>translate</b> 75:3<br/>99:10</p> <p><b>translating</b> 82:24</p> <p><b>translator</b> 109:25</p> <p><b>travel</b> 137:18</p> <p><b>travels</b> 137:20</p> <p><b>treasures</b> 86:3</p> <p><b>trees</b> 41:2</p> <p><b>tremendously</b><br/>64:22</p> <p><b>trip</b> 131:10</p> <p><b>trips</b> 37:25</p> <p><b>trouble</b> 106:25<br/>109:24</p> <p><b>true</b> 23:8 48:6</p> <p><b>trustee</b> 40:17<br/>51:1,3,4 53:25</p> <p><b>trustees</b> 49:22</p> <p><b>truth</b> 141:23</p> <p><b>truthfully</b> 59:9</p> <p><b>tuition</b> 84:7,12<br/>85:25</p> <p><b>turned</b> 28:13 30:3</p> <p><b>turns</b> 62:9</p> <p><b>two-foot</b> 45:5</p> <p><b>type</b> 152:20</p> <p><b>typical</b> 42:1</p> <p><b>typically</b> 22:7<br/>58:11 113:19<br/>115:22,24 118:20<br/>129:1 130:11<br/>131:22 149:14<br/>158:10</p> | <p style="text-align: center;"><b>U</b></p> <hr/> <p><b>Uh-huh</b> 18:13<br/>148:16 149:24</p> <p><b>ultimately</b> 35:13<br/>41:19 119:17<br/>121:11</p> <p><b>unclear</b> 10:16</p> <p><b>uncommon</b><br/>120:10</p> <p><b>uncomplicated</b><br/>99:3</p> <p><b>uncontested</b><br/>70:13</p> <p><b>uncovered</b> 41:8<br/>120:2,3</p> <p><b>undercover</b> 61:15<br/>62:2 132:19</p> <p><b>underlying</b> 10:8,9,<br/>18</p> <p><b>understand</b> 10:3<br/>17:18 21:15 23:23<br/>30:11 43:14,18<br/>45:9 46:4 48:12<br/>51:14 60:6 63:20<br/>88:23 89:9 91:12<br/>92:2 93:19,22<br/>95:10 98:6 107:4<br/>109:5 110:4,7<br/>115:13 147:25<br/>148:25</p> <p><b>understanding</b><br/>20:8 37:18 90:13<br/>93:20 150:15</p> <p><b>understands</b><br/>128:9</p> <p><b>understood</b> 24:18</p> <p><b>underway</b> 11:1</p> <p><b>undeveloped</b><br/>10:22</p> |
|--|--|---|--|

|  |  |  |   |
|--|--|--|---|
| <p><b>unfairly</b> 139:23<br/>140:10</p> <p><b>unfavorable</b> 8:14</p> <p><b>unfortunate</b> 28:8</p> <p><b>unique</b> 28:9,11<br/>43:14,19</p> <p><b>unit</b> 34:14 113:4,<br/>18,20,21 114:5,<br/>14,20 116:12,24<br/>117:4,17 118:25<br/>121:17,20 123:22<br/>124:18 125:8<br/>132:12</p> <p><b>United</b> 58:15<br/>72:25 81:6 83:21,<br/>24 94:9 118:17<br/>150:6,10,13,17</p> <p><b>unknown</b> 131:12</p> <p><b>unnecessary</b> 12:3<br/>35:24</p> <p><b>unsure</b> 18:8</p> <p><b>up-to-date</b> 18:24</p> <p><b>update</b> 74:15</p> <p><b>updated</b> 132:3</p> <p><b>uphold</b> 159:25<br/>160:7 161:9,11,<br/>13,15</p> <p><b>upholding</b> 7:11<br/>55:6</p> <p><b>upscale</b> 154:4</p> <p><b>usable</b> 24:1</p> <p><b>usasexguide.com</b><br/>130:6,17 131:9</p> <p><b>Uscallgirls.com</b><br/>129:24</p> <p><b>utilize</b> 30:13</p> <p><b>utilized</b> 125:16</p> | <p style="text-align: center;"><b>V</b></p> <hr/> <p><b>vacant</b> 14:1 15:24</p> <p><b>valid</b> 13:3 36:25</p> <p><b>variance</b> 6:25 7:6,<br/>19 8:2,7,10,25<br/>9:5,15 11:2 12:16,<br/>17,23,25 13:2<br/>17:3 18:10 27:25<br/>33:4,12,17,24<br/>34:8 35:4,14<br/>36:11,13,14,20,<br/>22,23 41:19 45:4,<br/>5,6,13 52:6,22<br/>53:5,7</p> <p><b>variances</b> 44:24</p> <p><b>varies</b> 87:16<br/>111:14</p> <p><b>variety</b> 50:17</p> <p><b>vary</b> 12:5</p> <p><b>Vegas</b> 114:8</p> <p><b>verbiage</b> 53:12<br/>136:17 137:11,13<br/>138:14</p> <p><b>verify</b> 36:1 131:6</p> <p><b>versus</b> 27:1 41:20</p> <p><b>viable</b> 14:14</p> <p><b>Vice</b> 113:20<br/>114:14</p> <p><b>victims</b> 115:8</p> <p><b>violation</b> 62:6</p> <p><b>visibility</b> 26:21</p> <p><b>visible</b> 26:7,20</p> <p><b>visit</b> 131:2</p> <p><b>visited</b> 131:9,12</p> <p><b>visual</b> 18:16</p> <p><b>voices</b> 102:12</p> | <p><b>voluntarily</b> 59:4<br/>95:24</p> <p><b>vote</b> 6:11,14,17,19<br/>33:1,3,6 49:25<br/>52:19,21,24<br/>160:17,19 161:8,<br/>11,13,15</p> <p><b>voted</b> 53:9</p> <p><b>votes</b> 8:9</p> <p><b>vulnerable</b> 115:7,<br/>9 157:18</p> <p style="text-align: center;"><b>W</b></p> <hr/> <p><b>wait</b> 31:6 66:19<br/>102:13</p> <p><b>waiting</b> 5:4</p> <p><b>waived</b> 121:9</p> <p><b>walk</b> 91:5</p> <p><b>wall</b> 82:18 110:24</p> <p><b>wallet</b> 59:5</p> <p><b>walls</b> 14:10 22:7,8<br/>23:25 24:7,13</p> <p><b>wanted</b> 18:3 22:10<br/>25:7 86:11,21<br/>93:22 95:10 121:6</p> <p><b>ward</b> 29:12,13,14<br/>30:18,20 32:15</p> <p><b>warrant</b> 61:14<br/>124:21 125:1<br/>132:11 146:5<br/>151:16,25 152:15<br/>154:1 157:21</p> <p><b>warranting</b> 11:10</p> <p><b>watches</b> 117:11</p> <p><b>watching</b> 158:23</p> <p><b>waters</b> 158:16</p> <p><b>ways</b> 27:9</p> <p><b>website</b> 16:6</p> | <p>103:7 107:7,12<br/>109:10,13 118:1,<br/>15,18,21,23 129:2<br/>130:6 134:25<br/>135:4,6 136:7<br/>138:11,24 139:20<br/>142:19 148:13<br/>149:5,15 150:20,<br/>22</p> <p><b>websites</b> 104:3,<br/>22,24,25 106:13,<br/>15,17,20 107:19<br/>109:16 126:23<br/>127:2,15,17,19,22<br/>128:6,7,14,18,25<br/>129:4,16 136:9<br/>139:21 140:2<br/>142:21 143:4,20<br/>144:8,15,25<br/>147:10 150:4,12<br/>154:2,5 156:17</p> <p><b>week</b> 16:25 111:4<br/>132:4</p> <p><b>weeks</b> 61:18 96:1<br/>131:3,10,11</p> <p><b>weigh</b> 141:20<br/>145:10</p> <p><b>weight</b> 141:18,19<br/>152:9 155:2,6,8</p> <p><b>welfare</b> 12:11 36:7</p> <p><b>Wendy</b> 58:18<br/>73:14,15,18<br/>79:19,22 106:1</p> <p><b>west</b> 34:13</p> <p><b>western</b> 7:1 9:6,<br/>15,19</p> <p><b>whatsoever</b> 120:7</p> <p><b>whiff</b> 60:25</p> <p><b>Whitman</b> 5:14 6:3,<br/>4,20,21 33:9,10<br/>44:23 45:7 51:15,<br/>18 52:1,14,16</p> |
|--|--|--|---|

|  |   |   |
|--|---|---|
| <p>53:2,3 57:16,19<br/>84:8 89:24 90:4,8,<br/>12,24 91:4,25<br/>109:23 110:8,19<br/>111:2,8,16,23<br/>158:15,18,21,25<br/>161:14,15</p> <p><b>Whitmoor</b> 38:8,20<br/>39:5</p> <p><b>wide</b> 68:6 69:5</p> <p><b>width</b> 43:12</p> <p><b>wife</b> 37:23</p> <p><b>Wild</b> 6:24 8:18,24<br/>9:13,18,24,25<br/>10:6,9,17 11:18<br/>29:13</p> <p><b>willow</b> 47:10</p> <p><b>willows</b> 47:12</p> <p><b>window</b> 118:2</p> <p><b>winter</b> 38:25 48:25</p> <p><b>wiped</b> 120:21</p> <p><b>wishes</b> 52:4<br/>159:12</p> <p><b>witnesses</b> 55:19<br/>112:3,5</p> <p><b>woman</b> 58:19<br/>106:5 122:22</p> <p><b>women</b> 58:22,25<br/>79:17,24 80:2<br/>81:22 87:20</p> <p><b>wood</b> 33:23 46:14</p> <p><b>Woods</b> 7:5 33:16<br/>34:5,7,12 47:22</p> <p><b>word</b> 67:21</p> <p><b>words</b> 74:21,25</p> <p><b>work</b> 32:19 53:25<br/>64:7 67:7 73:10<br/>74:10,20 79:17<br/>81:4 94:9,10</p> | <p>100:6 105:20<br/>108:20 111:4,6,8,<br/>11,12 149:1</p> <p><b>worked</b> 58:8,21<br/>64:17 74:12 89:11<br/>100:10</p> <p><b>worker</b> 137:17,21</p> <p><b>working</b> 75:9,10,<br/>11,12 90:13,16<br/>100:3 106:5<br/>108:21 118:25<br/>149:20</p> <p><b>works</b> 70:11,12<br/>79:19 90:18 140:4<br/>147:5</p> <p><b>world</b> 20:3</p> <p><b>worries</b> 108:6</p> <p><b>worth</b> 26:15 131:2,<br/>10</p> <p><b>wrong</b> 65:3 93:21<br/>98:24 108:19,25<br/>138:8</p> <p><b>wrongdoing</b> 60:13<br/>62:14</p> <p><b>wrote</b> 17:16 64:6<br/>122:13</p> <hr/> <p style="text-align: center;"><b>X</b></p> <hr/> <p><b>X-RATED</b> 107:11</p> <hr/> <p style="text-align: center;"><b>Y</b></p> <hr/> <p><b>yard</b> 10:12 23:18<br/>24:4,5</p> <p><b>year</b> 27:11 38:25<br/>49:1 75:5 83:23<br/>85:14,23 87:11<br/>90:6 92:24 93:4,<br/>12 106:4 130:23,<br/>24 147:12,17,21,<br/>23 149:12</p> | <p><b>yearlong</b> 92:19</p> <p><b>years</b> 10:21 14:1<br/>15:24 37:24 38:1,<br/>2,4,11 51:6,18<br/>58:13,23 59:2<br/>73:16 74:3 83:20<br/>85:13,16 87:6,7,9<br/>92:7,17 106:3<br/>113:1,7 114:12<br/>116:21 118:24<br/>140:2 143:3</p> <p><b>Yelp</b> 129:1</p> <p><b>yesterday</b> 38:1<br/>127:20</p> <p><b>young</b> 87:20<br/>135:3,19 137:8<br/>138:6</p> <p><b>younger</b> 157:18</p> <hr/> <p style="text-align: center;"><b>Z</b></p> <hr/> <p><b>zoned</b> 9:24</p> <p><b>zoning</b> 7:2 9:7<br/>10:8,9,18,23<br/>11:15 14:7,11,16<br/>16:15 20:11,13<br/>23:9 42:1 46:5</p> <p><b>zoom</b> 34:3</p> <p><b>zoomed</b> 9:12</p> |
|--|---|---|

---

690 Chesterfield Pkwy W • Chesterfield MO 63017-0760  
Phone: 636-537-4000 • Fax 636-537-4798 • www.chesterfield.mo.us

---

## Board of Adjustment Staff Report

**Variance Type:** Area Variance

**Meeting Date:** October 2<sup>nd</sup>, 2025

**From:** Shane Streiler, Planner

**Location:** 14008 Olive Boulevard

**Description:** **B.A. 04-2025 14008 Olive Boulevard:** A request for an area variance for a cell tower proposed on a tract of land totaling 0.17 acres located south of Olive Boulevard, and east of Hog Hollow Road (16R340281).

---

### **PROPOSAL SUMMARY**

Collective Solutions, LLC, on behalf of Harmoni Towers, is requesting a variance from the City's minimum distance requirement from the nearest habitable structure ([Unified Development Code Section 405.06.030\(B\)\(8\)\(d\)](#)) in order to erect a cell tower at a small vacant lot. The cited requirement states that *"no new wireless facility shall be constructed within a distance greater than or equal to 110% of the height of the wireless facility structure in relation to the nearest structure designed for occupancy."* This requirement stipulates that the proposed 140-foot-tall cell tower must be located more than 154 feet away from the church building at 13996 Olive Boulevard, immediately east of the subject site, and the gas station building at 14024 Olive Boulevard, immediately west. This requirement is in addition to the site's minimum yard setback requirements.



**Figure 1: Subject Site**



According to the applicant, *“The Telecommunications Act of 1996 requires approval of an application to construct a telecommunications facility if necessary to eliminate a gap in a carrier’s coverage. 47 U.S.C. § 332(c)(7)(B)(i)(II). This is true even if denial of that application would otherwise comply with state, federal, and local law or approval would violate local ordinances or state law.”* The applicant also cites federal court decisions as precedent for approving the subject variance: *Tarpon Towers II, LLC v. City of Sylvania, OH*, which required approval *“even if doing so would violate state or local law,”* and *New Cingular Wireless PCS, LLC v. Town of Fenton, NY*, which required approval of a variance. The referenced gap is best demonstrated by Figures 4 and 5, which depict the difference in coverage between the existing site and the site with the proposed 140-foot-tall tower.

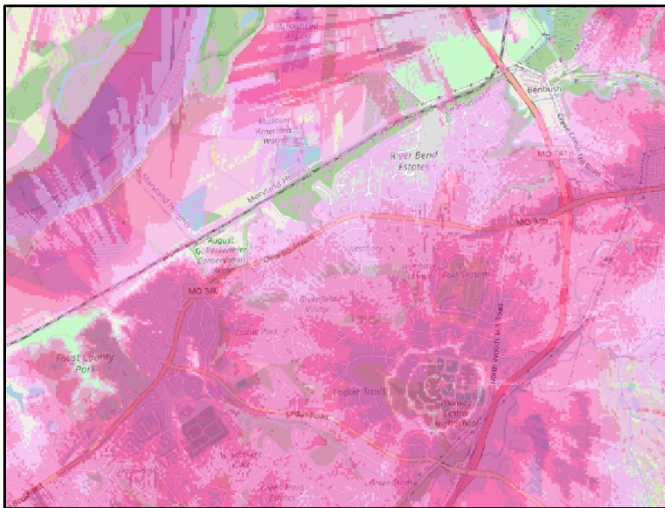


Figure 4: Cell Coverage Map of Existing Site

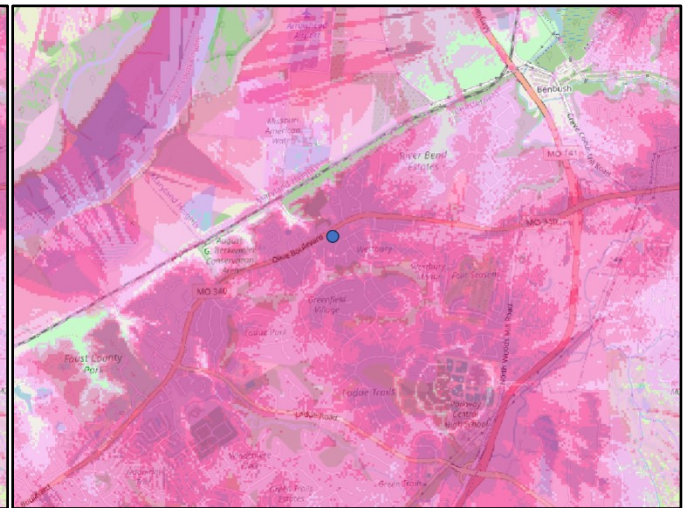


Figure 5: Cell Coverage Map of Proposed Site

Beyond the applicant’s defense of the variance based on their interpretation of federal telecommunications law, the applicant references the zero (0) foot fall zone radius. Per the [UDC](#), the failure mechanism can be used to satisfy the tower’s minimum yard setback requirements; however, the Department itself could not apply this exception similarly to the minimum distance requirement from the nearest habitable structure. The applicant also references the practical difficulties of using the lot for any other purpose, given its restrictively narrow shape, and their desire to utilize the lot, given the lack of available land within the identified cell coverage gap. Lastly, the applicant states that the provision of this public utility would benefit the public health, safety, and welfare of Chesterfield.

### **BOARD OF ADJUSTMENT POWERS AND RESPONSIBILITIES**

In consideration of a request for a variance, the Board of Adjustment is required to follow Missouri State Statute and Chesterfield City Code requirements. Missouri Revised Statute Chapter 89.090 requires that a Board of Adjustment may only grant variances when the Applicant has established:

*“There are practical difficulties or unnecessary hardship in the way of carrying out the strict letter of such ordinance” and “to vary or modify the application of any of the regulations or provisions of such ordinance relating to the use of land so that the spirit of the ordinance shall be observed, public safety and welfare secured and substantial justice done”.*

It should be noted, the practical difficulty relied on as a ground for a variance must be different from that suffered throughout the zone or the neighborhood. Hardships pertain to the nature of the property rather than the character of the owner. Thus, when granting a variance, the Board must consider the present and future effect of such variances on the property and neighboring property. Variances run with the land; they are not personal to the owner.

### **REVIEW OF VARIANCE REQUEST**

The Department of Planning has reviewed the request and submits the following information for the Board's consideration during review.

***Chapter 89 of the Missouri Revised Statutes states, "In passing upon appeals, where there are practical difficulties or unnecessary hardship in the way of carrying out the strict letter of such ordinance, to vary or modify the application of any of the regulations or provisions of such ordinance relating to the construction or alteration of buildings or structures or the use of land so that the spirit of the ordinance shall be observed, public safety and welfare secured and substantial justice done..." (emphasis added).***

In reviewing the statement of practical difficulty, several factors are to be considered by the Board:

1. How substantial the variation is in relationship to the requirement?
2. The effect, if the variance is allowed, on available governmental facilities.
3. Whether a substantial change will be produced in the character of the neighborhood or substantial detriment to adjoining properties or neighbors.
4. Whether the difficulty can be obviated by some feasible method other than the variance.
5. Whether the interest of justice will be served by allowing the variance.

A decision of the Board granting a variance that permits the erection of a structure shall be valid for a period of six (6) months, unless a building permit for such erection is obtained within this period and the erection is started and proceeds to completion in accordance with the terms of the decision.

### **Exhibits**

1. Staff Report
2. Notice of Public Hearing
3. Affidavit of Publication
4. Petitioner's Application
5. Request for Variance
6. Letters of Support
7. Petitioner's Submittal

**NOTICE OF PUBLIC HEARING  
CITY OF CHESTERFIELD  
BOARD OF ADJUSTMENT**

**NOTICE IS HEREBY GIVEN** that the Board of Adjustment of the City of Chesterfield will hold a Public Hearing on Thursday, October 2<sup>nd</sup>, 2025 at 6:00 p.m. in the Council Chambers at Chesterfield City Hall, 690 Chesterfield Parkway West, Chesterfield, Missouri 63017.

The Board will consider the following:

**B.A. 04-2025 14008 Olive Boulevard:** A request for an area variance for a cell tower proposed on a tract of land totaling 0.17 acres located south of Olive Boulevard, and east of Hog Hollow Road (16R340281).



All interested parties are invited to appear and be heard at the hearing. Copies of the request are available for review at City Hall Monday through Friday, from 8:30 a.m. to 4:30 p.m. If you should need additional information about this project, please contact Shane Streiler, Planner by telephone at 636-537-4735 or by email at [sstreiler@chesterfield.mo.us](mailto:sstreiler@chesterfield.mo.us).

City of Chesterfield  
Shane Streiler  
Planner

The Countian - St. Louis County  
1400 S. Highway Drive  
Fenton, MO, 63099  
Phone: 3144211880 Fax: 0

# THE ST. LOUIS COUNTIAN

## Affidavit of Publication

To: City of Chesterfield - THERESA BARNICLE  
690 Chesterfield Parkway West  
Chesterfield, MO, 63017

Re: Legal Notice 4093514, CITY OF CHESTERFIELD  
State of MO }  
County of St. Louis County }

Before the undersigned Notary Public personally appeared David Blumenthal on behalf of The Countian - St. Louis County, St. Louis County who, being duly sworn, attests that the said newspaper is qualified under the provisions of Missouri Law governing public notices to publish, and did so publish, the notice annexed hereto; starting with the 09/17/2025 edition and ending with the 09/17/2025 edition for a total of 1 publications, and that the date of publications were as follows: 09/17/2025.

Publishers fee: \$41.65

By: *D.B.*  
David Blumenthal

Sworn to me on this 18<sup>th</sup> day of  
September 2025

By: *Brandon M. Crail*  
Brandon M. Crail  
Notary Public, State of MO  
No. 20297982  
Qualified in St. Louis County  
My commission expires on  
March 5, 2028

### NOTICE OF PUBLIC HEARING CITY OF CHESTERFIELD BOARD OF ADJUSTMENT

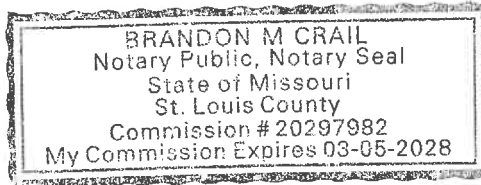
NOTICE IS HEREBY GIVEN that the Board of Adjustment of the City of Chesterfield will hold a Public Hearing on Thursday, October 2nd, 2025 at 6:00 p.m. in the Council Chambers at Chesterfield City Hall, 690 Chesterfield Parkway West, Chesterfield, Missouri 63017.

The Board will consider the following:  
**B.A. 04-2025 14008 Olive**

**Boulevard:** A request for an area variance for a cell tower proposed on a tract of land totaling 0.17 acres located south of Olive Boulevard, and east of Hog Hollow Road (16R340281).

All interested parties are invited to appear and be heard at the hearing. Copies of the request are available for review at City Hall Monday through Friday, from 8:30 a.m. and 4:30 p.m. If you should need additional information about this project, please contact Shane Streiler, Planner, by telephone at 636-537-4735 or by email at [ssstreiler@chesterfield.mo.us](mailto:ssstreiler@chesterfield.mo.us).

City of Chesterfield  
Shane Streiler  
Planner  
4093514 County Sep. 17, 2025





# City of Chesterfield

## DEPARTMENT OF PLANNING

### BOARD OF ADJUSTMENT APPLICATION

The Board of Adjustment is a local body consisting of volunteers appointed by the Mayor. The Board hears requests for variances and appeals of administrative determinations. A variance is a deviation from the zoning ordinance requirements for a specific parcel. The types of variances heard before the Board of Adjustment are Use, Area, and Bulk Variances. A variance is granted only upon demonstration of a hardship such as lot size, topography, or other issues not created by the lot owner. For questions about this application, please contact the Department of Planning at 636-537-4746. For information about this and other projects under review by the Department, please visit "Active Developments" at [chesterfield.mo.us/active-developments.html](http://chesterfield.mo.us/active-developments.html)

Check (✓) the type of variance for which you are applying:

- Area or Bulk variance: A request to allow deviation from the dimensional (i.e. height, bulk yard) requirements of a zoning district.
- Use variance: A request to allow deviation for the permissible uses of a zoning district.
- Sign variance: A request to allow deviation from dimensional/quantity regulations
- Appeal of Administrative Determination

Please note: Areas in gray will be completed by the Department of Planning.

STATE OF MISSOURI

BOA NUMBER \_\_\_\_\_

HEARING DATE \_\_\_\_\_

CITY OF CHESTERFIELD

Petition for Appeal from Zoning Regulations

### I. APPLICANT INFORMATION

Owner(s) of record of the hereinafter described property according to St. Louis County Assessor

Record: St. Louis County Catholic Church Real Estate Corporation

Address: 20 Archbishop May Drive

City: St. Louis

State: MO Zip: 63119

Tel.: 314.792.7004

Fax: \_\_\_\_\_

Petitioner, if other than owner(s): Harmoni Towers, LLC C/O Collective Solutions, LLC

Address: 340 Marshall Road

City: Valley Park

State: MO Zip: 63088

Tel.: 314-989-9810

Fax: \_\_\_\_\_

Legal Interest: Lessor

(Provide date of contract and date of expiration of contract)

\*Attach additional sheets as necessary for other Parties of Interest (Architect, Engineer, etc.)

690 Chesterfield Parkway West, Chesterfield, MO 63017-0760  
Ph. (636)537-4746 Fax (636)537-4798 www.chesterfield.mo.us

**II. PROPERTY INFORMATION**

**Project Address:** 14008 Olive Boulevard, Chesterfield, MO 63017

**Locator Number(s):** 16R340281

(List additional locator numbers on separate sheet and attach to petition)

**Acreage:** 0.17 (To the nearest tenth of an acre)

**Subdivision Name (If applicable):** Nannie T Stevens Share 5

**Current Zoning District:** C-8

**Legal Description of Property:**

see attached

(Attach additional sheets as necessary)

**III. NATURE OF REQUEST FOR VARIANCE**

**Unique physical characteristics of the lot (e.g., size, slope, etc.):**

The lot is long and narrow. Only 50' wide

(Attach additional sheets as necessary)

**Description of the necessity of the proposed improvement:**

Harmoni Towers, LLC is proposing a 140' monopole style wireless communications facility with a 4' lightning rod. Due to the lack of available antenna locations wireless service in the area is very poor. In fact adjacent properties have little to no coverage. The proposed tower would do much to improve coverage.

**Ordinance Number and section to which a variance is sought:**

UDC Section 405.06.030(B)(8)(d)

(Attach additional sheets as necessary)

**Do deed restrictions or subdivision trust indentures for the property prohibit the use or construction which is requested by this petition?** Check (✓) one  Yes  No

**Statement of unnecessary hardship, practical difficulty or other information warranting action by the Board:**

An RF study that accompanies this application shows that in order to meet its coverage objective, T-Mobile needs to place its antennas at 140' at the proposed tower location. Due to the exceptional narrowness of the property, strictly applying the ordinance would cause a hardship because we would not be able to meet the setback to the nearest habitable structure. The nearest structure is St. Andrew Kim parish, which is also the landlord of the tower. Both the parish and the Archdioceses of St. Louis has approved the location and height of the tower. Along with this application is a letter from a licensed engineer stating the fall radius of the tower will be within our leased property. Finally, the city requests that the applicants provide a fall-zone sheet for the tower and a signed and stamped letter from a certified engineer confirming that the proposed tower is equipped with a failure mechanism that necessitates a yard setback less than the height of the tower. Collective is providing both requested documents with this letter. There is no risk if the City of Chesterfield approves the application, and the city must approve the application. The Telecommunications Act of 1996 requires approval of an application to construct a telecommunications facility if necessary to eliminate a gap in a carrier's coverage. 47 U.S.C. § 332(c)(7)(B)(i)(II). This is true even if denial of that application would otherwise comply with state, federal, and local law or approval would violate local ordinances or state law. See, e.g., Tarpon Towers II, LLC v. City of Sylvania, 625 F. Supp. 3d 667 (N.D. Ohio 2022) (approval required even if doing so would violate state or local law); New Cingular Wireless PCS, LLC v. Town of Fenton, 843 F. Supp. 2d 236 (N.D.N.Y. 2012) (requiring approval of variance). Here, a telecommunications carrier has identified a significant gap in its coverage in the area near and around the site of the proposed tower. The carrier must place its telecommunications facility in a narrow search ring to permit the tower's antennas to communicate with others in the carrier's network and to remedy the gap in its coverage.

(Attach additional sheets as necessary)

**690 Chesterfield Parkway West, Chesterfield, MO 63017-0760  
Ph. (636)537-4746 Fax (636)537-4798 www.chesterfield.mo.us**

**Description of the effect or impact on neighboring properties:**

The addition of the new tower will increase coverage and capacity for the surrounding neighbors. This will also allow the neighbors to get wireless home Internet which provides a high speed low cost alternative for nearby neighbors. It will increase access to E911 and emergency communications. The tower will be located between two of the existing taller Ameren distribution lines on Olive adding another vertical structure along a street with a very busy street scape. The site is along a commercial corridor and would have little to no effect on neighboring properties except to better their wireless communications.

(Attach additional sheets as necessary)

**For Area or Bulk Variance Requests, complete the following section:**

**A. Setbacks/Height:**

|                    | <b>The Petitioner(s) request<br/>the following setback(s):</b> | <b>City of Chesterfield<br/>Regulations require the<br/>following setback(s) for this<br/>site:</b> |
|--------------------|--|---|
| <b>Front Yard:</b> | _____  | 144'<br>_____   |
| <b>Side Yard:</b>  | 94'/40<br>_____  | 144'<br>_____   |
| <b>Rear Yard:</b>  | _____  | 144<br>_____  |
| <b>Height:</b>     | _____  | _____   |

**Provide the following:**

1. A \$90.00 fee. (Checks/money orders to be made payable to the City of Chesterfield)
2. Two completed copies of this application with original signatures. *Please note: A copy with the Chairman's signature and the Board's decision will be returned to you.*
3. Seventeen (17) copies of the following for inclusion in the packet:
  - A site plan showing the dimensions and location (including distance from property lines) of all existing and proposed buildings and structures.
  - Letters from abutting property owners stating their position.
  - Copies of the completed application.
  - The City of Chesterfield rejection or denial.
  - Any other information as required by the City of Chesterfield

690 Chesterfield Parkway West, Chesterfield, MO 63017-0760  
Ph. (636)537-4746 Fax (636)537-4798 www.chesterfield.mo.us

**For Sign Variance Requests, complete the following section:**

**B. Signage:**

|   | <b>The Petitioner(s) request<br/>the following :</b> | <b>City of Chesterfield<br/>Regulations allow the<br/>following for this site:</b> |
|---|--|--|
| <b>Number of attached business<br/>signs:</b>     | _____  | _____  |
| <b>Size of attached business<br/>signs:</b>       | _____  | _____  |
| <b>Number of freestanding<br/>business signs:</b> | _____  | _____  |
| <b>Size of freestanding business<br/>signs:</b>   | _____  | _____  |

**Explain why the sign variance request would not cause a public health or safety concern to the neighborhood or the public welfare.**

**Provide the following:**

1. A \$90.00 fee. (Checks/money orders to be made payable to the City of Chesterfield.)
2. Two completed copies of this application with original signatures. *Please note: A copy with the Chairman's signature and the Board's decision will be returned to you.*
3. Seventeen (17) copies of the following for inclusion in the packet:
  - A site plan showing:
    - The subject property with adjoining streets, existing buildings, major parking lot, and distance to property lines.
    - The location of proposed signs.
    - If attached wall signs, the cross section of wall on which sign is to be placed with dimensions and total square feet (or portion of total wall that will contain petitioner's business).
  - A detail sign plan indicating:
    - Dimension of signs with detail sign lettering layout.
    - Total square feet of signs. If attached, what percent of wall.
    - Light detail, if any.
  - Letters from abutting property owners stating their position.
  - Copies of the completed application.
  - The City of Chesterfield rejection or denial.
  - Any other information as required by the City of Chesterfield

**690 Chesterfield Parkway West, Chesterfield, MO 63017-0760  
Ph. (636)537-4746 Fax (636)537-4798 www.chesterfield.mo.us**

**IV. COMPLIANCE**

Is property in compliance with all previous conditions of approval of all applicable Ordinance requirements?

Yes  No. If no, please explain:

Is property in compliance with all Zoning, Subdivision, and Code requirements?

Yes  No. If no, please explain:

**[THIS SPACE INTENTIONALLY LEFT BLANK]**

V. STATEMENT OF CONSENT

STATEMENT OF CONSENT

I hereby give CONSENT to Russell S. Been (type, stamp or print clearly full name of agent) to act on my behalf to submit this application and all required material and documents, and to attend and represent me at all meetings and public hearings pertaining to the application(s) indicated above. Furthermore, I hereby give consent to the party designated above to agree to all terms and conditions which may arise as part of the approval of this application.

I hereby certify I have full knowledge of the property and I have an ownership interest and/or am the owner under contract in the subject of this application. I further certify the statements or information made in any paper or plans submitted herewith are true and correct to the best of my knowledge. I understand that any false, inaccurate or incomplete information provided by me or my agent will result in the denial, revocation or administrative withdrawal of this application, request, approval or permits. I acknowledge that additional information may be required to process this application. I further consent to the City of Chesterfield to publish, copy or reproduce any copyrighted document submitted as a part of this application for any third party. I understand this application, related material and all attachments become official records of the City of Chesterfield, Missouri, and will not be returned. I further agree to all terms and conditions which may be imposed as part of the approval of this application.

OWNER/CONTRACT PURCHASER INFORMATION:

I am the [checked] owner [ ] contract purchaser. (check (✓) one)

Thomas R. Du Bois

(Name- type, stamp or print clearly)
St. Louis County Catholic Church Real Estate Corp.

(Name of Firm)

Note: Attach additional sheets as necessary.

[Handwritten Signature]

(Signature)
20 Archbishop May Dr., St. Louis, MO
63119

(Address, City, State, Zip)

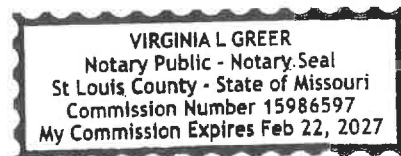
NOTARY PUBLIC INFORMATION: STATE OF MISSOURI, CITY OF CHESTERFIELD

The foregoing instrument was subscribed and sworn to before me this 22<sup>ND</sup> day of AUGUST 20 25.

Signed [Handwritten Signature] Print Name: VIRGINIA L GREER
Notary Public

Seal/Stamp:

My Commission Expires: 2/22/2027



**VI. AFFIDAVIT OF COMPLETENESS AND ACCURACY**

**INSTRUCTIONS:** To be completed by individual submitting application (property owner, petitioner with consent, or authorized agent).

**Project Name:** \_\_\_\_\_ **Submittal Date:** \_\_\_\_\_

**STATEMENT OF COMPLETION AND ACCURACY**

I hereby certify the statements or information made in any paper or plans submitted herewith are true and correct to the best of my knowledge and that all property owners have full knowledge that the property they own is the subject of this application. I understand that any knowingly false, inaccurate or incomplete information provided by me will result in the denial, revocation or administrative withdrawal of this application, request, approval or permit and further certify that all owners and petitioners have been provided a complete copy of all material, attachments and documents submitted to the City of Chesterfield relating to this application. I acknowledge this application, related application material and all attachments become official records of the City of Chesterfield, Missouri and will not be returned. I further acknowledge that additional information may be required by the City of Chesterfield to process this application. No arrangement has been made to pay any commission, gratuity, or consideration, directly or indirectly, to any official, employee, or appointee of the City of Chesterfield with respect to this application.

**Check (✓) one:**  I am the property owner.  I am the contract purchaser.  
 I am the duly appointed agent of the petitioner.

Russell Been  
(Name- type, stamp or print clearly)  
Collective Solutions, LLC  
(Name of Firm)

[Signature]  
(Signature)  
340 Marshall Rd., St. Louis, MO  
(Address, City, State, Zip) 63088

Note: Attach additional sheets as necessary.

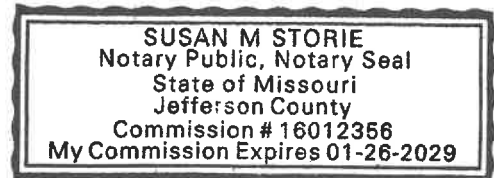
**NOTARY PUBLIC INFORMATION: STATE OF MISSOURI, CITY OF CHESTERFIELD**

The foregoing instrument was subscribed and sworn to before me this 22<sup>nd</sup> day of August 20 25.

Signed [Signature] Print Name: Susan M. Storie  
Notary Public

Seal/Stamp:

My Commission Expires: 1-26-2029



690 Chesterfield Parkway West, Chesterfield, MO 63017-0760  
Ph. (636)537-4746 Fax (636)537-4798 www.chesterfield.mo.us

**VII. CITY OF CHESTERFIELD  
LIENS AND FINES CERTIFICATION**

**Project Name:** \_\_\_\_\_ **Ward:** \_\_\_\_\_  
**Address:** \_\_\_\_\_ **Locator:** \_\_\_\_\_

**STATE OF MISSOURI, CITY OF CHESTERFIELD**

**I do hereby certify to the Council of the City of Chesterfield that:**

\_\_\_ There are no fines and/or liens of record on the property by or owed to the City of Chesterfield.

\_\_\_ There are the following fines and/or liens owed to the City of Chesterfield:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_

\_\_\_\_\_  
Finance Director  
City of Chesterfield

\_\_\_\_\_  
Date

**[THIS PAGE FOR INTERNAL USE]**

**STAFF / BOA USE ONLY**

**Intake Date:** \_\_\_\_\_

**This petition is granted / denied (circle one) on the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_**

**Signed:** \_\_\_\_\_

**Chairman**

**[THIS PAGE FOR INTERNAL USE]**

## Shane Streiler

---

**From:** Shane Streiler  
**Sent:** Tuesday, August 5, 2025 1:46 PM  
**To:** 'Russell Been'  
**Cc:** Justin Wyse; Isaak Simmers; Zachary Wolff; susan@collectivesolutions.com; 'Sasha Riedisser'  
**Subject:** Board of Adjustment for FSP 61-2024 Height / Setback Variance  
**Attachments:** Board\_of\_Adjustment\_Application.pdf

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

**Categories:** Green Category

Good afternoon, Mr. Been.

There are outstanding comments from the previous comment letter that have not been fully addressed. However, Staff is not providing another letter at this time.

Per the response letter, I have attached the Board of Adjustment application since a variance is needed for the cell tower. Specifically, a variance from the City's minimum distance requirements from the nearest habitable structure ([UDC Section 405.06.030\(B\)\(8\)\(d\)](#)).

Please, call or email me if you have any questions. Thanks for working with us.

Shane Streiler  
City Planner  
City of Chesterfield  
690 Chesterfield Parkway West  
Chesterfield, MO 63017  
Phone: 636.537.4735  
Email: [sstreiler@chesterfield.mo.us](mailto:sstreiler@chesterfield.mo.us)





## Archdiocese of St. Louis

Cardinal Rigali Center  
20 Archbishop May Drive  
St. Louis, Missouri 63119

Thomas R Du Bois  
Office of Building and Real Estate  
p) 314.792.7004  
f) 314.961.6234  
[tomdubois@archstl.org](mailto:tomdubois@archstl.org)

Mr. Shane Streiler  
City Planner  
City of Chesterfield  
690 Chesterfield Parkway West  
Chesterfield, MO 63017

Re: St Andrew Kim Catholic Church  
13996 Olive Blvd

Dear Mr. Streiler,

At the request of Mr. Russell Been of Collective Solutions, LLC, the St Louis County Catholic Church Real Estate Corporation (the parish of St. Andrew Kim) does not take any exception to the design and location of the proposed cell tower on the Parish's property at 14008 Olive Blvd, adjacent to the Parish's Church building at 13996 Olive Blvd, Chesterfield, Missouri.

We acknowledge and accept the Church building location is within the 140' tower height and have no issue with its location.

If you have any questions, please feel free to reach out to me directly.

Thank you,

Thomas R Du Bois  
Assistant Secretary  
St Louis County Catholic Church Real Estate Corporation

Mail Processing Center  
Federal Aviation Administration  
Southwest Regional Office  
Obstruction Evaluation Group  
10101 Hillwood Parkway  
Fort Worth, TX 76177

Aeronautical Study No.  
2024-ACE-6400-OE

Issued Date: 12/30/2024

Evelyn Radowicz  
Harmoni Towers, LLC-ER  
6210 Ardrey Kell Road  
Suite 450  
Charlotte, NC 28277

**\*\* DETERMINATION OF NO HAZARD TO AIR NAVIGATION \*\***

The Federal Aviation Administration has conducted an aeronautical study under the provisions of 49 U.S.C., Section 44718 and if applicable Title 14 of the Code of Federal Regulations, part 77, concerning:

|            |   |
|------------|---|
| Structure: | Monopole MOSTL2012 Creve Coeur  |
| Location:  | Chesterfield, MO  |
| Latitude:  | 38-40-47.15N NAD 83   |
| Longitude: | 90-31-05.32W  |
| Heights:   | 628 feet site elevation (SE)<br>150 feet above ground level (AGL)<br>778 feet above mean sea level (AMSL) |

This aeronautical study revealed that the structure does not exceed obstruction standards and would not be a hazard to air navigation provided the following condition(s), if any, is(are) met:

Emissions from this site must be in compliance with the parameters set by collaboration between the FAA and telecommunications companies and reflected in the FAA 5G C band compatibility evaluation process (such as power, frequencies, and tilt angle). Operational use of this frequency band is not objectionable provided the Wireless Providers (WP) obtain and adhere to the parameters established by the FAA 5G C band compatibility evaluation process. **Failure to comply with this condition will void this determination of no hazard.**

It is required that FAA Form 7460-2, Notice of Actual Construction or Alteration, be e-filed any time the project is abandoned or:

- At least 10 days prior to start of construction (7460-2, Part 1)  
 Within 5 days after the construction reaches its greatest height (7460-2, Part 2)

**See attachment for additional condition(s) or information.**

Based on this evaluation, marking and lighting are not necessary for aviation safety. However, if marking/lighting are accomplished on a voluntary basis, we recommend it be installed in accordance with FAA Advisory circular 70/7460-1 M Change 1.

This determination expires on 06/30/2026 unless:

- (a) the construction is started (not necessarily completed) and FAA Form 7460-2, Notice of Actual Construction or Alteration, is received by this office.
- (b) extended, revised, or terminated by the issuing office.
- (c) the construction is subject to the licensing authority of the Federal Communications Commission (FCC) and an application for a construction permit has been filed, as required by the FCC, within 6 months of the date of this determination. In such case, the determination expires on the date prescribed by the FCC for completion of construction, or the date the FCC denies the application.

NOTE: REQUEST FOR EXTENSION OF THE EFFECTIVE PERIOD OF THIS DETERMINATION MUST BE E-FILED AT LEAST 15 DAYS PRIOR TO THE EXPIRATION DATE. AFTER RE-EVALUATION OF CURRENT OPERATIONS IN THE AREA OF THE STRUCTURE TO DETERMINE THAT NO SIGNIFICANT AERONAUTICAL CHANGES HAVE OCCURRED, YOUR DETERMINATION MAY BE ELIGIBLE FOR ONE EXTENSION OF THE EFFECTIVE PERIOD.

This determination is based, in part, on the foregoing description which includes specific coordinates, heights, frequency(ies) and power. Any changes in coordinates, heights, and frequencies or use of greater power, except those frequencies specified in the Colo Void Clause Coalition; Antenna System Co-Location; Voluntary Best Practices, will void this determination. Any future construction or alteration, including increase to heights, power, or the addition of other transmitters, requires separate notice to the FAA. This determination includes all previously filed frequencies and power for this structure.

If construction or alteration is dismantled or destroyed, you must submit notice to the FAA within 5 days after the construction or alteration is dismantled or destroyed.

This determination does include temporary construction equipment such as cranes, derricks, etc., which may be used during actual construction of the structure. However, this equipment shall not exceed the overall heights as indicated above. Equipment which has a height greater than the studied structure requires separate notice to the FAA.

This determination concerns the effect of this structure on the safe and efficient use of navigable airspace by aircraft and does not relieve the sponsor of compliance responsibilities relating to any law, ordinance, or regulation of any Federal, State, or local government body.

A copy of this determination will be forwarded to the Federal Communications Commission (FCC) because the structure is subject to their licensing authority.

If we can be of further assistance, please contact Terri Johnson, at (404) 305-5540, or [teresa.ctr.johnson@faa.gov](mailto:teresa.ctr.johnson@faa.gov). On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2024-ACE-6400-OE.

**Signature Control No: 639974498-642906159**

( DNE )

Julie A. Morgan

Manager, Obstruction Evaluation Group

Attachment(s)

Additional Information

Case Description

Frequency Data  
Map(s)

cc: FCC

## Additional information for ASN 2024-ACE-6400-OE

The FAA recognizes emissions in the 3.7-3.98 GHz band at this location will result in Electromagnetic Interference (EMI) as described in Airworthiness Directives (AD) 2021-23-12 and 2021-23-13. NAS services including airport and helicopter operations within a radius of 42 NM will be impacted by 5G RF emissions. Operational use of this frequency band is not objectionable provided the Wireless Providers obtain and adhere to the parameters established by the FAA 5G C band compatibility evaluation process. For 2496-2690 MHz: No Objection with provision that upon receipt of notification from the Federal Aviation Administration (FAA) or Federal Communications Commission (FCC) that harmful interference is being caused by the licensee's (permittee's) transmitter, the licensee (permittee) shall either immediately reduce the power to the point of no interference, cease operation, or take immediate corrective action as is necessary to eliminate the harmful interference.

Part 77 authorizes the FAA to evaluate a structure or object's potential electromagnetic effects on air navigation, communication facilities, and other surveillance systems. It also authorizes study of impact on arrival, departure, and enroute procedures for aircraft operating under visual or instrument flight rules, as well as the impact on airport traffic capacity at existing public use airports. Broadcast in the 3.7 to 3.98 GHz frequency (5G C band) currently causes errors in certain aircraft radio altimeters and the FAA has determined they cannot be relied upon to perform their intended function when experiencing interference from wireless broadband operations in the 5G C band. The FAA has adopted Airworthiness Directives for all transport and commuter category aircraft equipped with radio altimeters that prohibit certain operations when in the presence of 5G C band.

This determination of no hazard is based upon those mitigations implemented by the FAA and operators of transport and commuter category aircraft, and helicopters operating in the vicinity of your proposed location. It is also based on telecommunication industry and FAA collaboration on acceptable power levels and other parameters as reflected in the FAA 5G C band evaluation process.

The FAA 5G C band compatibility evaluation is a data analytics system used by FAA to evaluate operational hazards related to aircraft design. The FAA 5G C band compatibility evaluation process refers to the process in which the telecommunication companies and the FAA have set parameters, such as power output, locations, frequencies, and tilt angles for antenna that mitigate the hazard to aviation. As the telecommunication companies and FAA refine the tools and methodology, the allowable frequencies and power levels may change in the FAA 5G C band compatibility evaluation process. Therefore, your proposal will not have a substantial adverse effect on the safe and efficient use of the navigable airspace by aircraft provided the equipment and emissions are in compliance with the parameters established through the FAA 5G C band compatibility evaluation process.

Any future changes that are not consistent with the parameters listed in the FAA 5G C band compatibility evaluation process will void this determination of no hazard.

The FAA recognizes emissions in 3.7-3.98 GHz at this location will result in Electromagnetic Interference (EMI) as described in Airworthiness Directives (AD) 2021-23-12 and 2021-23-13. NAS services including airport and helicopter operations within a radius of 42 NM will be impacted by 5G RF emissions. Operational use of this frequency band is not objectionable provided the Wireless Providers (WP) obtain and adhere to the parameters established by the FAA 5G C band compatibility evaluation process.

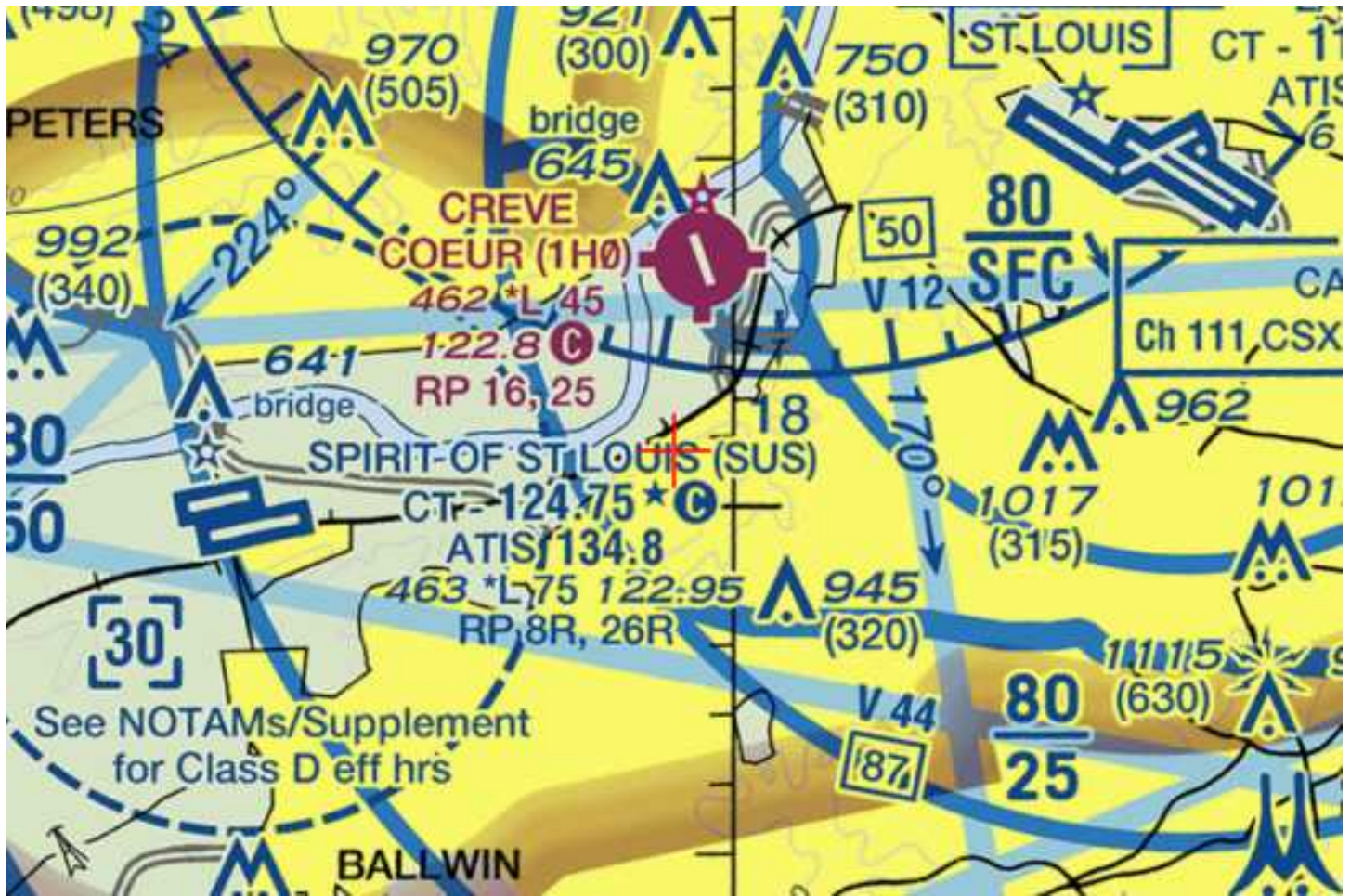
## Case Description for ASN 2024-ACE-6400-OE

Proposed site is a 150 ft AGL Monopole tower, including all antennas and lightning rod.

**Frequency Data for ASN 2024-ACE-6400-OE**

| <b>LOW<br/>FREQUENCY</b> | <b>HIGH<br/>FREQUENCY</b> | <b>FREQUENCY<br/>UNIT</b> | <b>ERP</b> | <b>ERP<br/>UNIT</b> |
|--------------------------|---------------------------|---------------------------|------------|---------------------|
| 6                        | 7                         | GHz                       | 55         | dBW                 |
| 6                        | 7                         | GHz                       | 42         | dBW                 |
| 10                       | 11.7                      | GHz                       | 55         | dBW                 |
| 10                       | 11.7                      | GHz                       | 42         | dBW                 |
| 17.7                     | 19.7                      | GHz                       | 55         | dBW                 |
| 17.7                     | 19.7                      | GHz                       | 42         | dBW                 |
| 21.2                     | 23.6                      | GHz                       | 55         | dBW                 |
| 21.2                     | 23.6                      | GHz                       | 42         | dBW                 |
| 614                      | 698                       | MHz                       | 2000       | W                   |
| 614                      | 698                       | MHz                       | 1000       | W                   |
| 698                      | 806                       | MHz                       | 1000       | W                   |
| 806                      | 824                       | MHz                       | 500        | W                   |
| 806                      | 901                       | MHz                       | 500        | W                   |
| 824                      | 849                       | MHz                       | 500        | W                   |
| 851                      | 866                       | MHz                       | 500        | W                   |
| 869                      | 894                       | MHz                       | 500        | W                   |
| 896                      | 901                       | MHz                       | 500        | W                   |
| 901                      | 902                       | MHz                       | 7          | W                   |
| 929                      | 932                       | MHz                       | 3500       | W                   |
| 930                      | 931                       | MHz                       | 3500       | W                   |
| 931                      | 932                       | MHz                       | 3500       | W                   |
| 932                      | 932.5                     | MHz                       | 17         | dBW                 |
| 935                      | 940                       | MHz                       | 1000       | W                   |
| 940                      | 941                       | MHz                       | 3500       | W                   |
| 1670                     | 1675                      | MHz                       | 500        | W                   |
| 1710                     | 1755                      | MHz                       | 500        | W                   |
| 1850                     | 1910                      | MHz                       | 1640       | W                   |
| 1850                     | 1990                      | MHz                       | 1640       | W                   |
| 1930                     | 1990                      | MHz                       | 1640       | W                   |
| 1990                     | 2025                      | MHz                       | 500        | W                   |
| 2110                     | 2200                      | MHz                       | 500        | W                   |
| 2305                     | 2360                      | MHz                       | 2000       | W                   |
| 2305                     | 2310                      | MHz                       | 2000       | W                   |
| 2345                     | 2360                      | MHz                       | 2000       | W                   |
| 2496                     | 2690                      | MHz                       | 500        | W                   |
| 3700                     | 3980                      | MHz                       | 3280       | W                   |
| 3700                     | 3980                      | MHz                       | 1640       | W                   |





March 24, 2025

Pat Quevillon  
Challenger Consulting, Inc.  
4300 Bunker Dr.  
Quincy, IL 62305

RE: 120' Sabre Monopole for MOSTL2012 Creve Coeur, MO

Dear Mr. Quevillon,

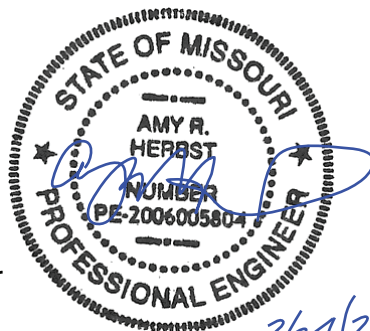
Upon receipt of order, we propose to design and supply the above referenced monopole for a Basic Wind Speed of 115 mph without ice and 40 mph with 2" ice, Risk Category III, Exposure Category C and Topographic Category 1 in accordance with the Telecommunications Industry Association Standard ANSI/TIA-222-H, "Structural Standard for Antenna Supporting Structures, Antennas and Small Wind Turbine Support Structures".

When designed according to this standard, the wind pressures and steel strength capacities include several safety factors. Therefore, it is highly unlikely that the monopole will fail structurally in a wind event where the design wind speed is exceeded within the range of the built-in safety factors.

Should the wind speed increase beyond the capacity of the built-in safety factors, to the point of failure of one or more structural elements, the most likely location of the failure would be within the monopole shaft, above the base plate. Assuming that the wind pressure profile is similar to that used to design the monopole, the monopole will buckle at the location of the highest combined stress ratio within the monopole shaft. This is likely to result in the portion of the monopole above leaning over and remaining in a permanently deformed condition. *Please note that this letter only applies to the above-referenced monopole designed and manufactured by Sabre Industries.* This would effectively result in a 0' fall radius.

Sincerely,

Amy R. Herbst, P.E.  
Senior Design Engineer



Norton Rose Fulbright US LLP  
7676 Forsyth Boulevard, Suite 2230  
St. Louis, Missouri 63105  
United States of America

Direct line +1 314 505 8871  
sasha.riedisser@nortonrosefulbright.com

Tel +1 314 505 8800  
Fax +1 314 505 8899

August 25, 2025

City of Chesterfield, Missouri  
690 Chesterfield Pkwy. W.  
Chesterfield, MO 63017-0760  
Telephone: 636-537-4000

To Whom It May Concern:

I am writing regarding the application by Harmoni Towers and Collective Solutions for a variance to construct a 140-foot telecommunications facility (the “Application”) at 14008 Olive Boulevard (the “Property”). Harmoni and Collective are providing, along with this letter, the Application and supporting documents. The Application seeks approval of setbacks less than allowed by the site-specific ordinance. See Application at p. 4.

As set forth below, the City should grant the Application.

First, the applicants are unable to satisfy the setbacks and provide necessary coverage for T-Mobile’s customers. T-Mobile needs a 140-foot tower, but the applicants cannot satisfy the setbacks for a tower of that height on the Property. And there is no other viable location for the facility. For these reasons, denial of the Application would effectively prohibit telecommunications service and violate federal law.

Second, there is no risk for reducing the setbacks as requested in the Application. Collective provided a fall zone letter certifying that the fall zone is less than the requested setbacks—zero feet. And the only structure within the City’s setbacks is owned by Harmoni’s landlord, the St. Louis County Catholic Church. The church has provided a signed consent to the construction of the tower within 140 feet of its structure.

Finally, the Application meets all of the requirements for a variance.

Please reach out to me if you have any questions or concerns following review of my letter. We hope to work cooperatively with the City of Chesterfield to resolve its concerns and provide the coverage and service necessary for the safety and well-being of its citizens and visitors.

Norton Rose Fulbright US LLP is a limited liability partnership registered under the laws of Texas.

Norton Rose Fulbright LLP, Norton Rose Fulbright Canada LLP, Norton Rose Fulbright South Africa Inc and Norton Rose Fulbright US LLP are separate legal entities and all of them are members of Norton Rose Fulbright Verein, a Swiss verein. Norton Rose Fulbright Verein helps coordinate the activities of the members but does not itself provide legal services to clients. Details of each entity, with certain regulatory information, are available at [nortonrosefulbright.com/legal-notices](http://nortonrosefulbright.com/legal-notices).

**I. Need for 140’ Height on the Property**

The Telecommunications Act of 1996 requires approval of an application to construct a telecommunications facility if necessary to eliminate a gap in a carrier’s coverage. 47 U.S.C. § 332(c)(7)(B)(i)(II). This is true even if denial of that application would otherwise comply with state, federal, and local law or approval would violate local ordinances or state law. *See, e.g., Tarpon Towers II, LLC v. City of Sylvania*, 625 F. Supp. 3d 667 (N.D. Ohio 2022) (approval required even if doing so would violate state or local law); *New Cingular Wireless PCS, LLC v. Town of Fenton*, 843 F. Supp. 2d 236 (N.D.N.Y. 2012) (requiring approval of variance).

Here, a telecommunications carrier (T-Mobile) has identified a significant gap in its coverage in the area near and around the site of the proposed tower. The carrier must place its telecommunications facility in a narrow search ring to permit the tower’s antennas to communicate with others in the carrier’s network and to remedy the gap in its coverage.

Below is a map depicting the present substantial gap in coverage. The darker the shade of pink in an area, the better the coverage. Areas that are not shaded pink have virtually no coverage. Areas shaded with the lightest pink will have unreliable service and coverage.

As you can see below, there are areas with no pink at all indicating virtually no coverage and areas with light pink shading indicating unreliable service.



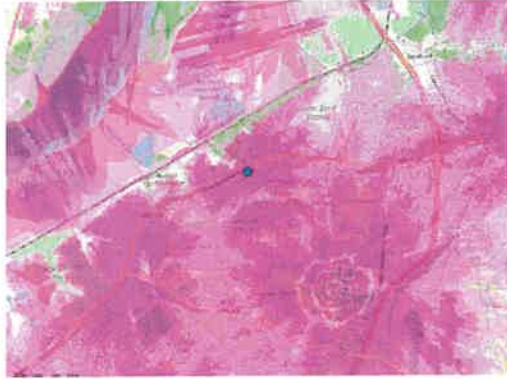
By comparison, the proposed tower will provide new coverage to areas that presently show no or unreliable coverage.



Following an exhaustive search in the relevant search ring, Collective determined that 14008 Olive Boulevard is the best and only location for the proposed tower. In other words, Collective has not identified any other available parcel to remedy the gap in coverage.

As explained in my July 3, 2025 letter, Harmoni must construct a 140-foot monopole to remedy its customer's substantial gap in coverage. Collective has provided radio frequency maps (copied below for convenience) that demonstrate this need.

**High Speed 5G at 100 Feet**

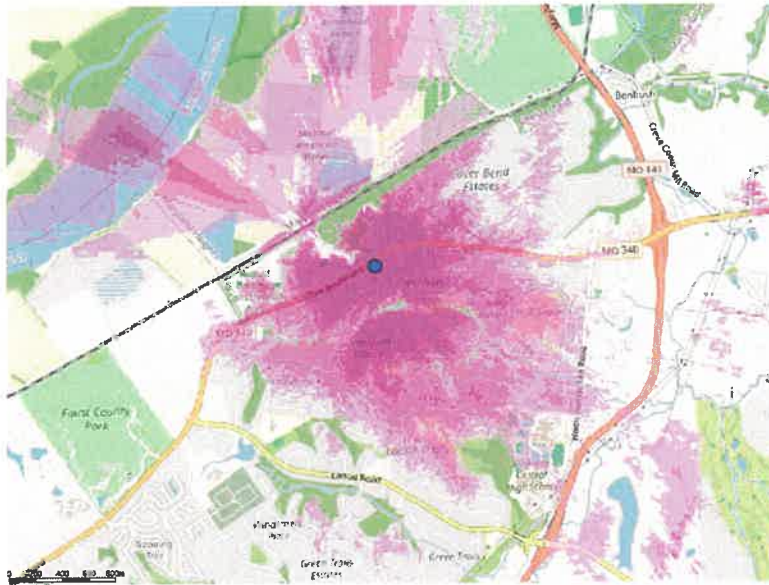


**High Speed 5G at 140 Feet**



The increase in coverage with the additional height can be most clearly seen by comparing the maps showing only the coverage that will be provided by the proposed tower (without showing coverage provided by existing towers).

**Site Only at 100 Feet**



**Site Only at 140 Feet**



The applicants cannot construct the necessary 140-foot tower on the Property without a variance, and so federal law requires approval of the Application to prevent an effective prohibition of service.

## II. There is No Need for Additional Setbacks

There is no risk if the City of Chesterfield approves the Application. The Property is owned by the owner of the adjacent structure (who has waived the setback requirement), and as shown in the engineer's fall zone letter, there is no risk to adjacent building in *the highly unlikely* event the tower were to fail. Indeed, the tower's fall zone is zero feet. This is because the facility will be designed to collapse upon itself rather than to fall over. There is simply no material risk to any adjacent structure.

## III. The Application Satisfies the Requirements for a Variance

Even without the federal mandate to approve the Application, the Application satisfies the requirements for a variance.

*First*, the vacant parcel is zoned for residential use, but its narrow shape (approximately 60 feet wide by 150 feet deep) and location make it unsuitable for construction of a dwelling or for any other economically viable use, apart from placement of the proposed tower. Moreover, this hardship is not common to the neighboring properties.

*Second*, the Property owner's inability to put the Property to another economically viable use was created by the size and shape of the Property.

*Third*, the purpose of the variance is to permit T-Mobile to improve coverage in the area for connecting with friends and loved ones, learning and working remotely, and calling for help in an emergency. This is an important service for the community.

*Fourth*, for that reason, approval of the Application will benefit the safety and welfare of the community. And as explained above, approval of the Application will have no detrimental impact. The applicants are constructing the tower at the lowest height necessary to remedy the gap in coverage and have minimized to the best of their ability the needed variance.

*Finally*, literal enforcement of the setback requirements would result in an unnecessary hardship inconsistent with the City's goals of promoting public health, safety and general welfare and benefiting the public interest. The spirit of the zoning code will be observed and substantial justice done by approval of the Application.

August 25, 2025  
Page 7

Accordingly, the city should approve Application. I appreciate your time and consideration of Collective and Harmoni's Application and my letter.

Sincerely,

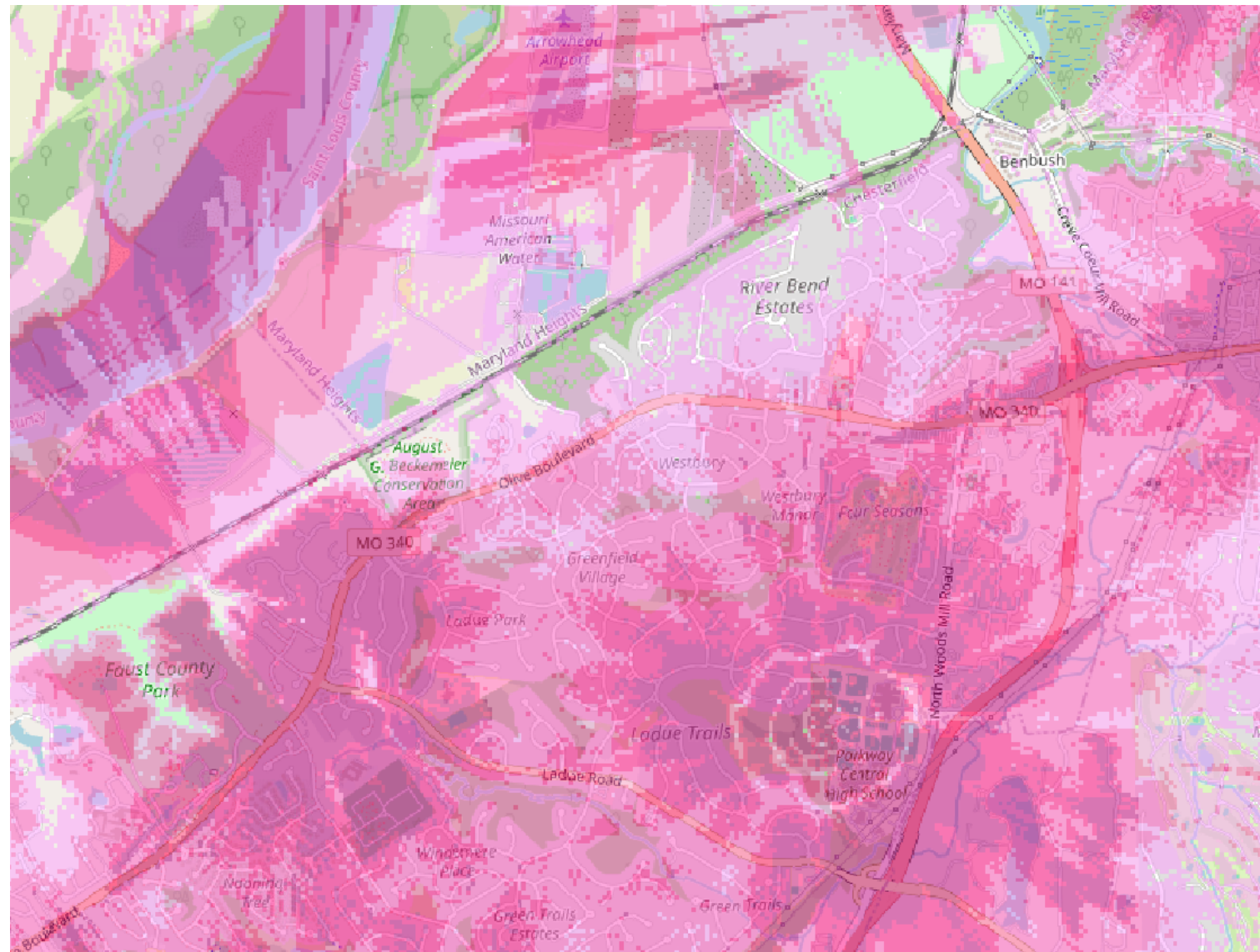
*Sasha D. Riedisser*

Sasha Riedisser

# Creve Coeur, MO Current High Speed 5G Coverage

## Coverage Legend

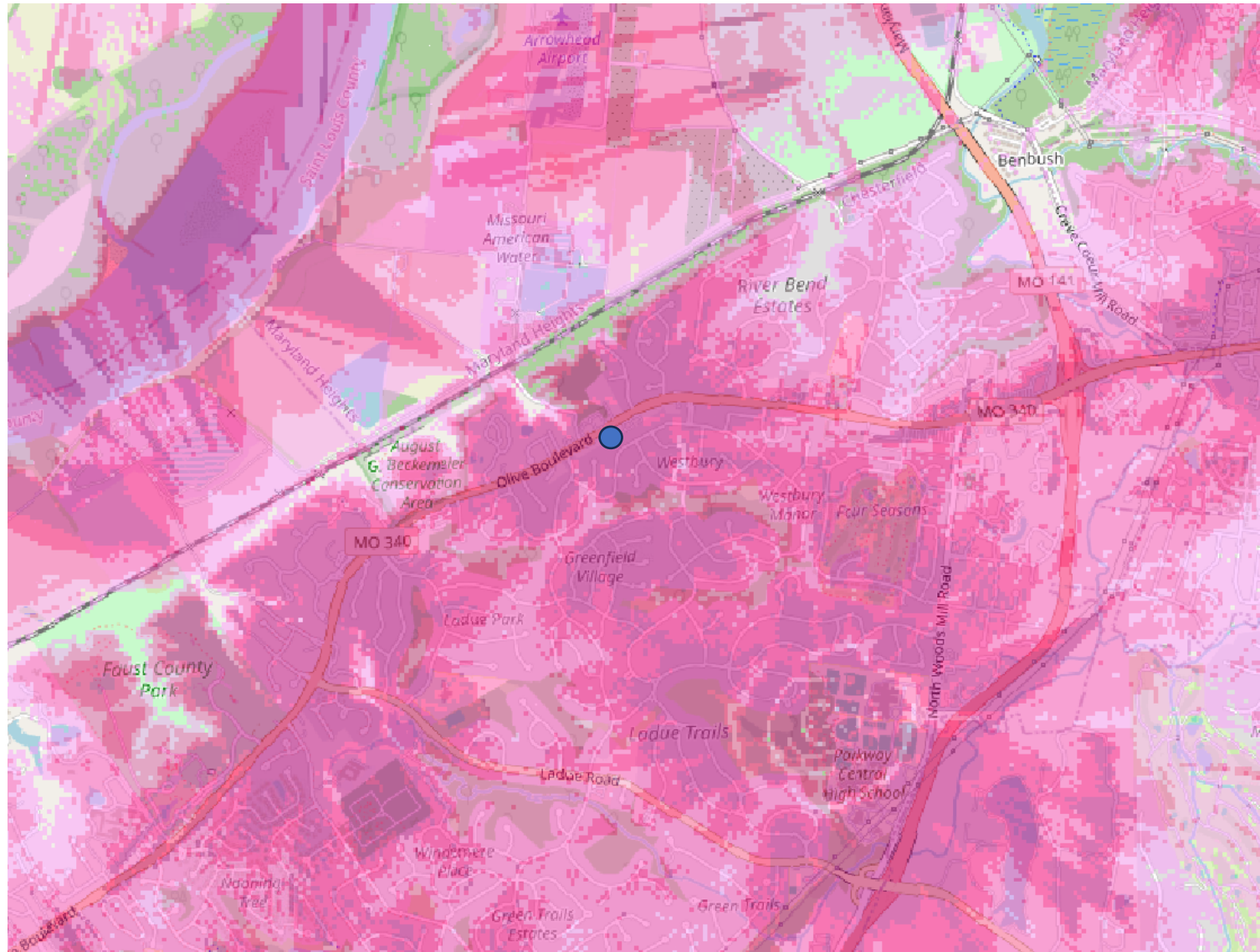
- Excellent
- Good
- Average
- Marginal



# Creve Coeur, MO High Speed 5G w/ MO06973C @140'

## Coverage Legend

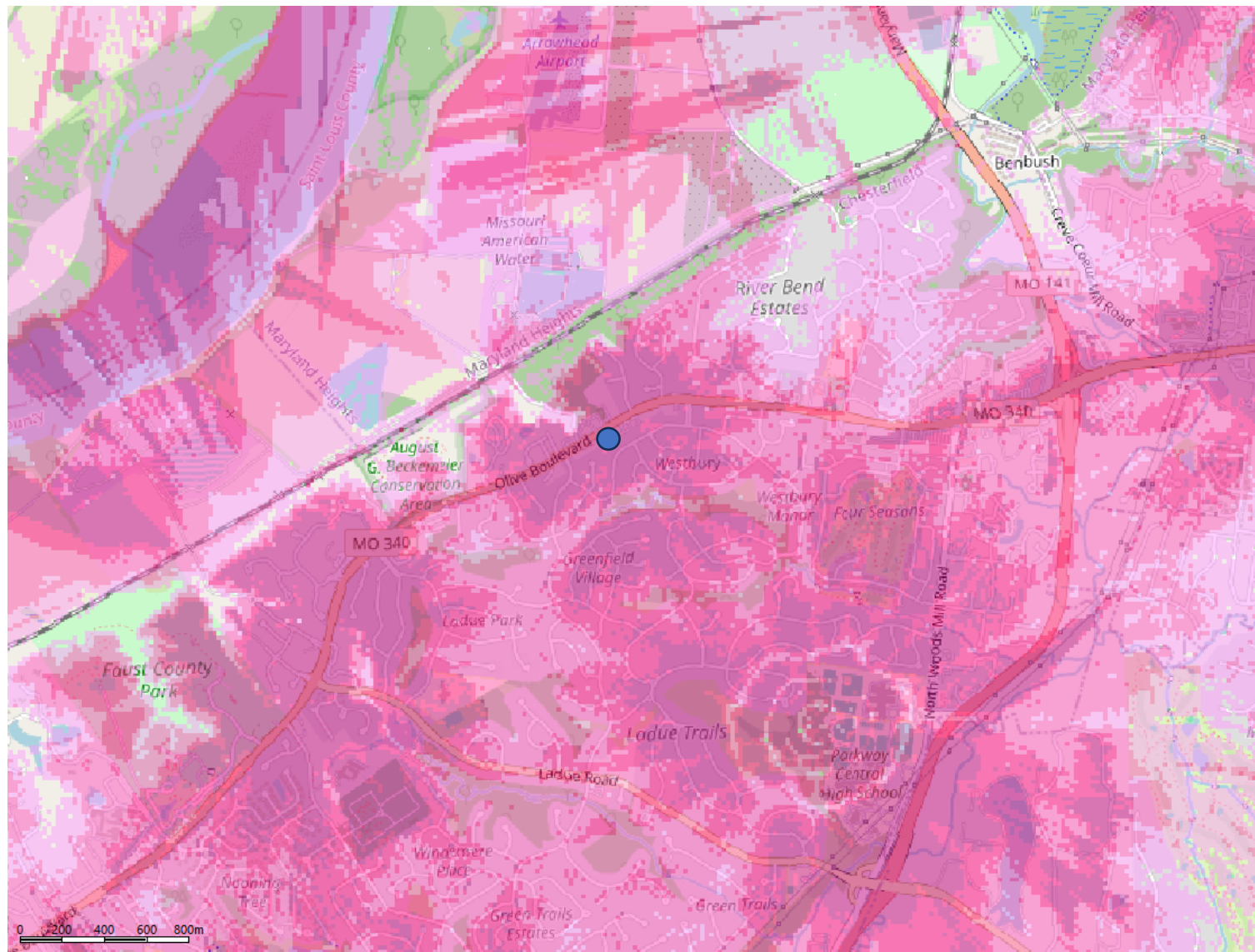
- Excellent
- Good
- Average
- Marginal
- Site Location



# Creve Coeur, MO High Speed 5G w/ MO06973C @ 100'

## Coverage Legend

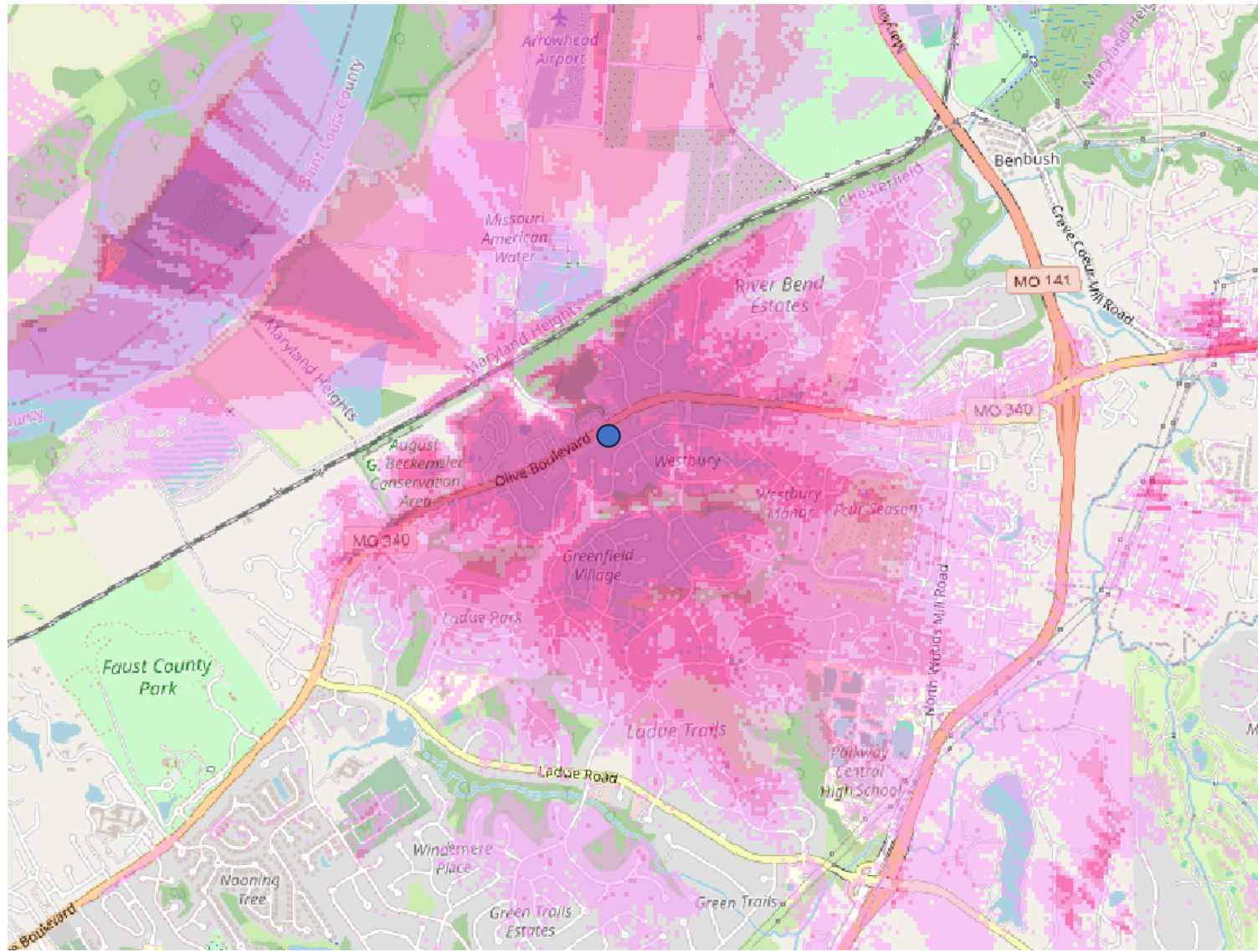
- Excellent
- Good
- Average
- Marginal
- Site Location



# MO06973C Site Only High Speed 5G @ 140'

## Coverage Legend

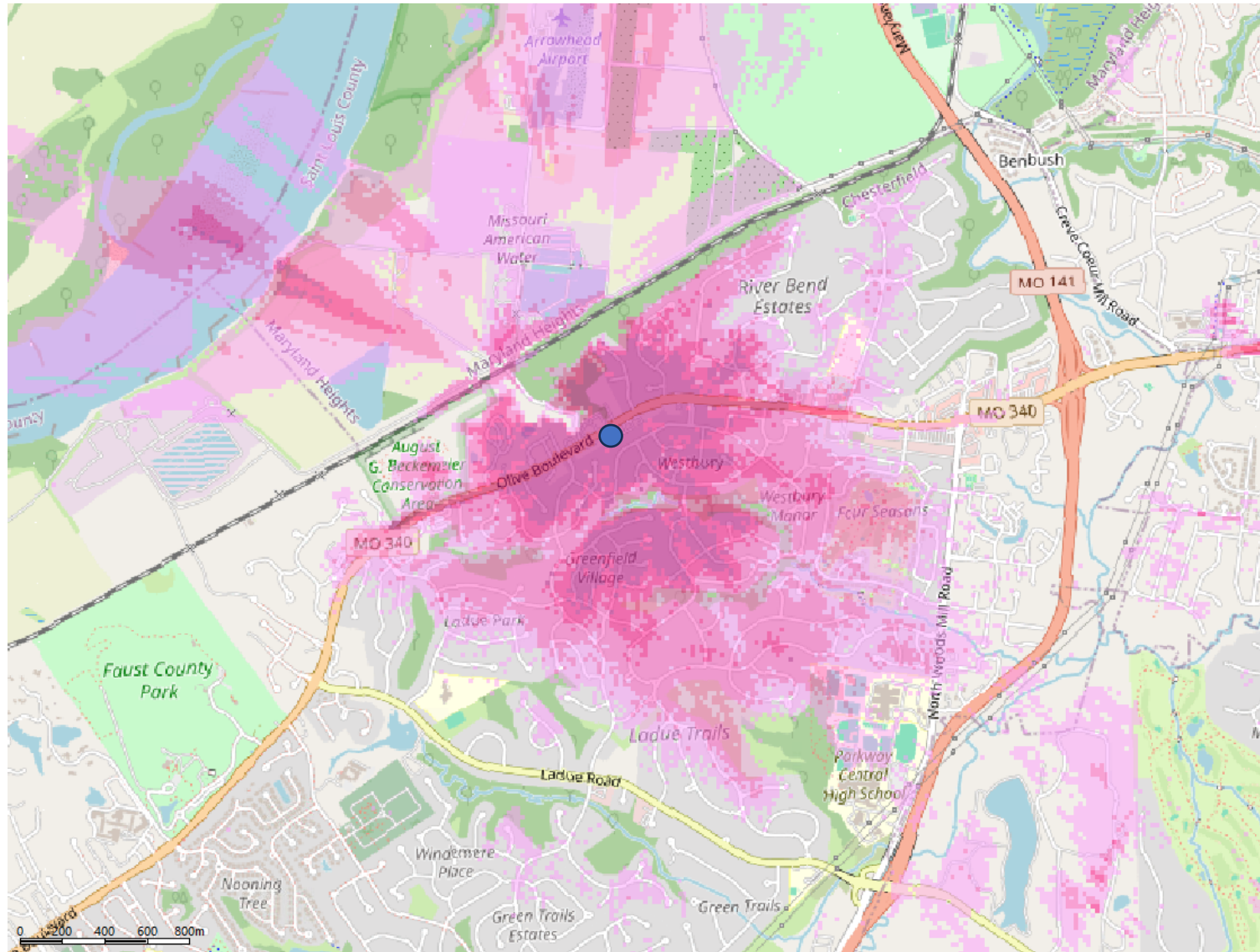
- Excellent
- Good
- Average
- Marginal
- Site Location

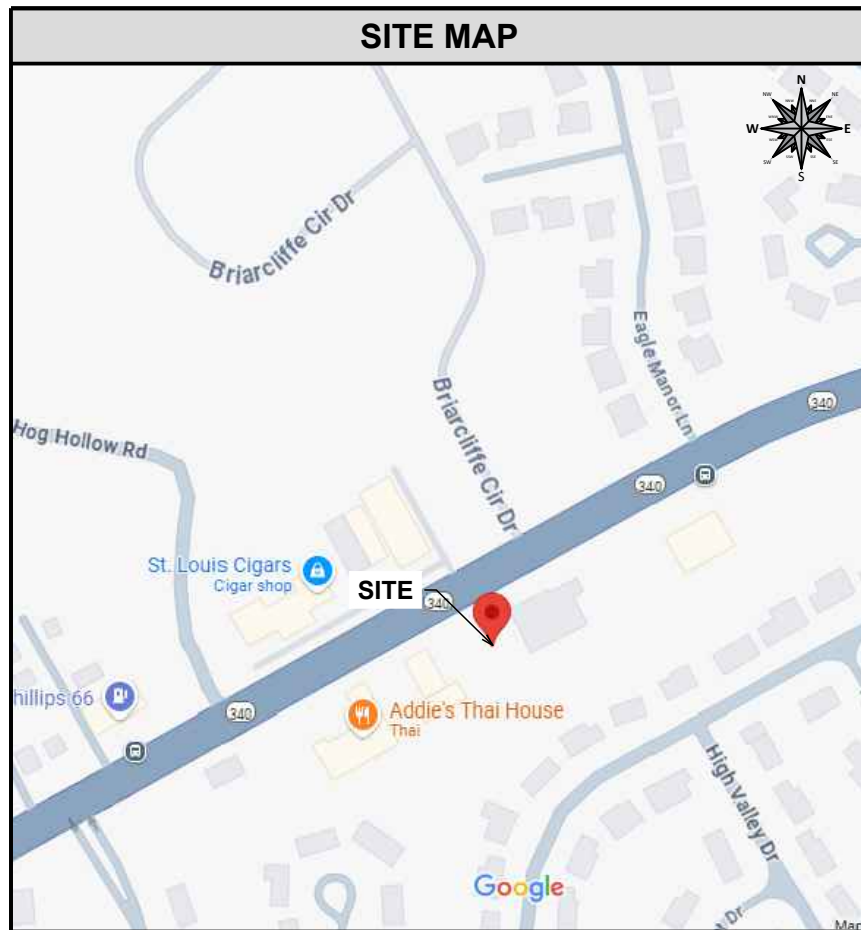


# MO06973C Site Only High Speed 5G @ 100'

## Coverage Legend


- Excellent
- Good
- Average
- Marginal
- Site Location





**HARMONI SITE NAME:**  
**CREVE COEUR**  
**HARMONI SITE NUMBER:**  
**MOSTL2012**  
**SITE ADDRESS:**  
**14008 OLIVE BOULEVARD**  
**CHESTERFIELD, MO 63017**  
**LATITUDE & LONGITUDE:**  
**N 38° 40' 47.1498", W 90° 31' 5.3184"**  
**T-MOBILE SITE ID: MO06973C**



PREPARED BY:  
  
 3227 WELLINGTON COURT  
 RALEIGH, NC 27615  
 o: 919-782-2710, f: 919-435-0631  
 www.ets-pltc.com

PREPARED FOR:  
  
 HARMONI TOWERS, LLC  
 6210 ARDREY KELL ROAD, SUITE 450  
 CHARLOTTE, NC 28277

**HARMONI SITE NAME:**  
**CREVE COEUR**  
**HARMONI SITE NUMBER:**  
**MOSTL2012**  
**SITE ADDRESS:**  
**14008 OLIVE BOULEVARD**  
**CHESTERFIELD, MO 63017**  
**LATITUDE/LONGITUDE:**  
**38.679764°, -90.518144°**



**GENERAL NOTES**  
 THE FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION, THEREFORE HANDICAP ACCESS IS NOT REQUIRED FOR ROUTINE MAINTENANCE. THE PROJECT WILL NOT RESULT IN ANY SIGNIFICANT DISTURBANCE OR EFFECT ON DRAINAGE; NO SANITARY SEWER SERVICE, POTABLE WATER, OR TRASH DISPOSAL IS REQUIRED AND NO COMMERCIAL SIGNAGE IS PROPOSED.

**SCOPE OF WORK**  
 INSTALLATION OF A NEW 140-FT. MONOPOLE TOWER, NEW 70'-0"X30'-0" LEASE AREA, UTILITY H-FRAME, METER, AND DISCONNECT WITHIN A NEW 68'-0"X28'-0" DECORATIVE WALL.

**CODE COMPLIANCE**  
 ALL WORK AND MATERIALS SHALL BE PERFORMED AND INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THE FOLLOWING CODES:

- 2015 INTERNATIONAL BUILDING CODE
- 2015 INTERNATIONAL FIRE CODE
- 2015 INTERNATIONAL FUEL GAS CODE
- 2015 INTERNATIONAL MECHANICAL CODE
- 2015 INTERNATIONAL PLUMBING CODE
- 2015 INTERNATIONAL EXISTING BUILDING CODE
- 2015 INTERNATIONAL SWIMMING POOL & SPA CODE
- 2014 NATIONAL ELECTRICAL CODE



| INDEX OF SHEETS |                                     |
|-----------------|-------------------------------------|
| T-1             | TITLE PAGE                          |
| 1 OF 4          | SURVEY                              |
| 2 OF 4          | SURVEY                              |
| 3 OF 4          | SURVEY                              |
| 4 OF 4          | SURVEY                              |
| GN-1 : GN-3     | GENERAL NOTES I : GENERAL NOTES III |
| C-1.1           | OVERALL SITE PLAN                   |
| C-1.2           | PROPOSED SITE PLAN                  |
| C-1.3           | DIMENSIONED SITE PLAN               |
| C-1.4           | DETAILS                             |
| C-1.5           | SIGNAGE DETAILS                     |
| C-2             | TOWER ELEVATION                     |

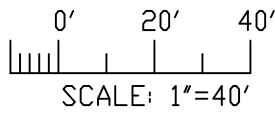
| SITE SUMMARY            |                                 |
|-------------------------|---------------------------------|
| SITE TYPE:              | NEW CONSTRUCTION                |
| STRUCTURE TYPE:         | MONOPOLE TOWER                  |
| STRUCTURE OWNER:        | HARMONI TOWERS                  |
| STRUCTURE HEIGHT (AGL): | 140'±                           |
| OCCUPANCY TYPE:         | UTILITY & MISCELLANEOUS (U)     |
| STRUCTURE LATITUDE:     | N 38° 40' 47.1498" (38.679764°) |
| STRUCTURE LONGITUDE:    | W 90° 31' 5.3184" (-90.518144°) |
| JURISDICTION:           | CITY OF CHESTERFIELD            |
| COUNTY:                 | ST. LOUIS                       |
| PARCEL ID:              | 16R340281                       |
| GROUND ELEV. (AMSL):    | 627.640'                        |
| POWER PROVIDER:         | AMEREN                          |

| REV | DATE       | DETAILS         |
|-----|------------|-----------------|
| A   | 12/03/2024 | ZONING DRAWINGS |
| 0   | 12/03/2024 | ZONING DRAWINGS |
| 1   | 12/20/2024 | ZONING DRAWINGS |
| 2   | 02/17/2025 | ZONING DRAWINGS |
| 3   | 05/15/2025 | ZONING DRAWINGS |
| 4   |            |                 |
| 5   |            |                 |
| 6   |            |                 |
| 7   |            |                 |
| 8   |            |                 |
| 9   |            |                 |
| 10  |            |                 |
| 11  |            |                 |
| 12  |            |                 |
| 13  |            |                 |

DRAWN BY: HM      CHECKED BY: VA

SHEET TITLE:  
**TITLE PAGE**

SHEET # **T-1**      CURRENT REV # 3  
 ETS #: 24127091



**PROPOSED TOWER**  
 1A-LETTER  
 ELEVATION OF GROUND  
 CENTER OF PROPOSED TOWER  
 ELEVATION OF GROUND: 628 (NAVD 88)  
 LATITUDE: 38 DEGREES 40 MINUTES 47.15  
 SECONDS NORTH (NAD 83)  
 LONGITUDE: 90 DEGREES 31 MINUTES 05.32  
 SECONDS WEST (NAD 83)  
 LATITUDE: 38.679764 NORTH (NAD 83)  
 LONGITUDE: 90.518144 WEST (NAD 83)

BOUNDARY ADJUSTMENT PLAT OF  
 STEVENS ESTATE  
 [PB 273-PG 6]  
 ADJUSTED LOT A  
 N/F  
 WESTERN OIL INC  
 16886, PG 1

PARENT PARCEL 2  
 N/F  
 ST. LOUIS COUNTY CATHOLIC CHURCH  
 REAL ESTATE CORPORATION  
 BOOK 24776 PAGE 2584  
 PARCEL ID: 16R340281

LOT 12  
 N/F  
 WEBER  
 DOC#2024082900089

LOT 13  
 N/F  
 O'DONNELL  
 BK 7797, PG 1709

WESTBURY PLAT 4  
 [PB 111-PG 20]

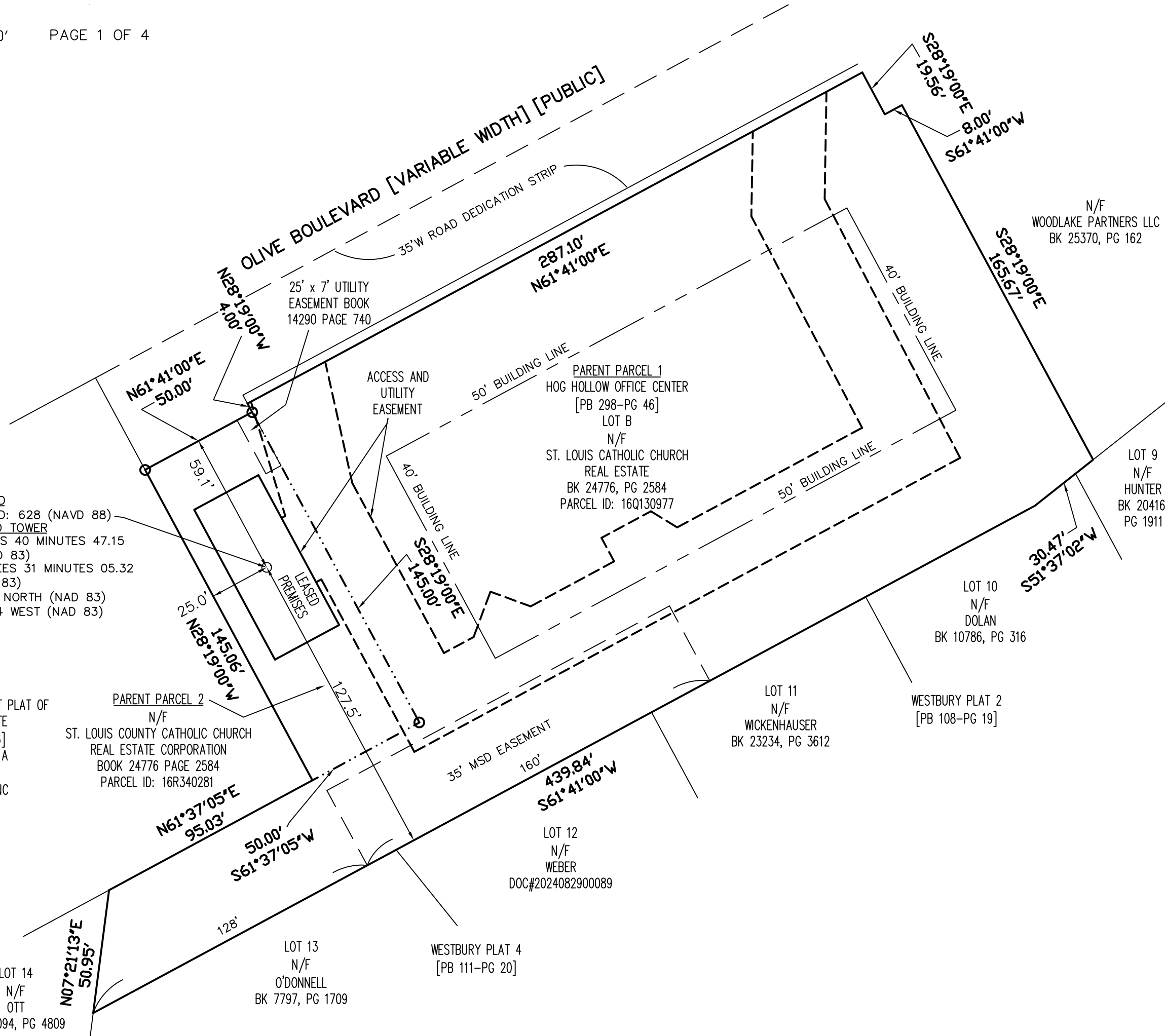
LOT 10  
 N/F  
 DOLAN  
 BK 10786, PG 316

LOT 11  
 N/F  
 WICKENHAUSER  
 BK 23234, PG 3612

WESTBURY PLAT 2  
 [PB 108-PG 19]

LOT 9  
 N/F  
 HUNTER  
 BK 20416,  
 PG 1911

N/F  
 WOODLAKE PARTNERS LLC  
 BK 25370, PG 162



SURVEY  
SITE: MOSTL2012

SITE ADDRESS:  
14008 OLIVE BOULEVARD,  
CHESTERFIELD, MO 63017  
ST. LOUIS COUNTY  
PROJECT NUMBER 10602

MINNICK SURVEYING, LLC  
LC-2009001156

3520 HAMPTON AVE.  
ST. LOUIS, MO 63139  
(314) 721-9500  
MINNICKSURVEYING.COM

THIS MEDIA SHOULD NOT  
BE CONSIDERED A  
CERTIFIED DOCUMENT

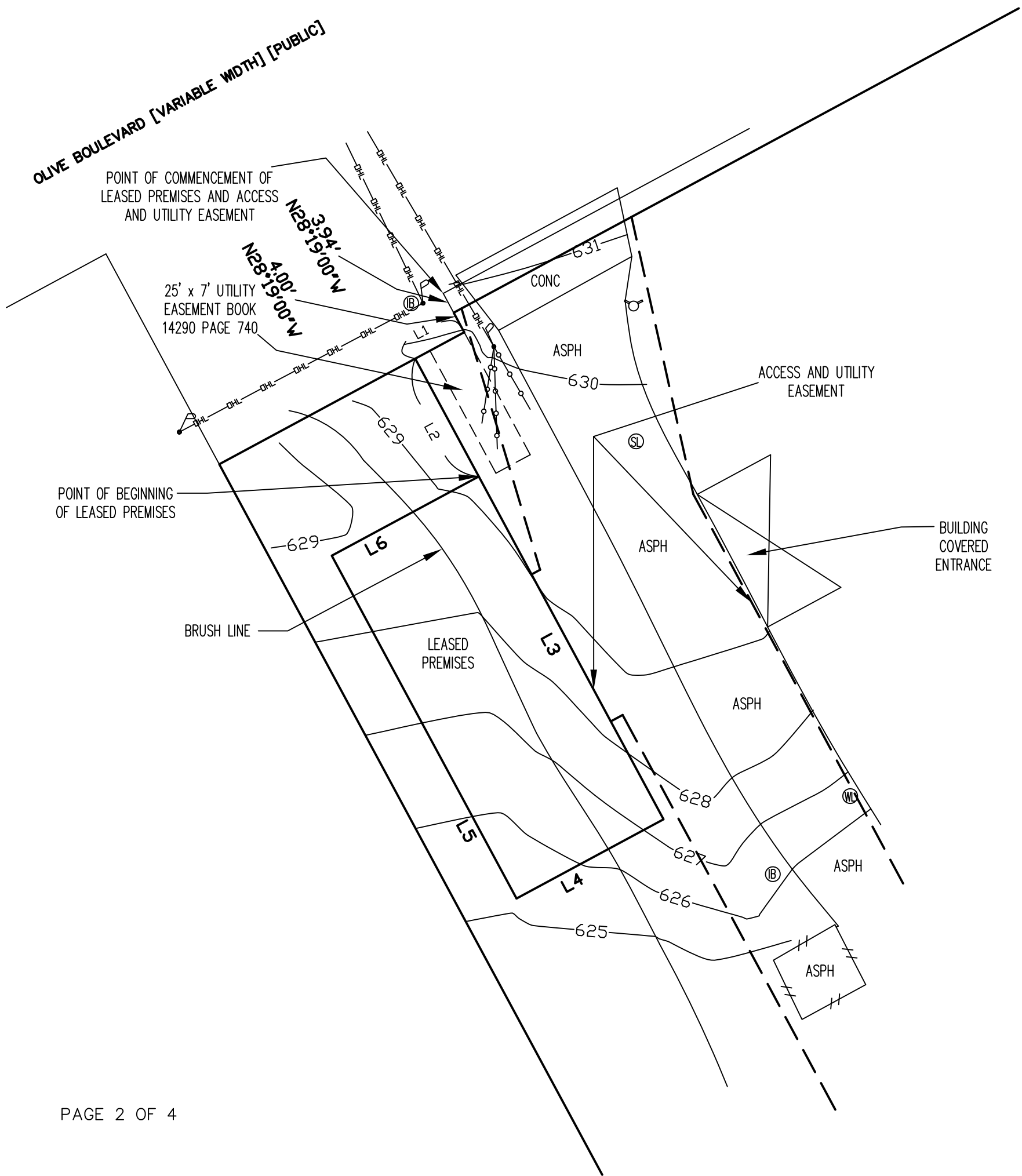
PRELIMINARY, NOT FOR  
CONSTRUCTION,  
RECORDING PURPOSES OR  
IMPLEMENTATION



JARED MINNICK  
 LAND SURVEYOR  
 PLS-2007017968  
 5/6/25

| LEGEND |                         |
|--------|-------------------------|
|        | FOUND IRON PIPE [LS129] |
|        | FENCE                   |
|        | UTILITY POLE            |
|        | OVERHEAD UTILITY LINE   |
|        | GUY WIRE                |
|        | FIRE HYDRANT            |
|        | IRRIGATION BOX          |
|        | SEWER LID               |
|        | WATER LID               |

OLIVE BOULEVARD [VARIABLE WIDTH] [PUBLIC]



SURVEY  
SITE: MOSTL2012

---

SITE ADDRESS:  
14008 OLIVE BOULEVARD,  
CHESTERFIELD, MO 63017  
ST. LOUIS COUNTY  
PROJECT NUMBER 10602

---

MINNICK SURVEYING, LLC  
LC-2009001156

3520 HAMPTON AVE.  
ST. LOUIS, MO 63139  
(314) 721-9500  
MINNICKSURVEYING.COM



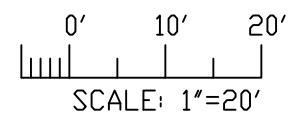
THIS MEDIA SHOULD NOT  
BE CONSIDERED A  
CERTIFIED DOCUMENT

PRELIMINARY, NOT FOR  
CONSTRUCTION,  
RECORDING PURPOSES OR  
IMPLEMENTATION

JARED MINNICK  
LAND SURVEYOR  
PLS-2007017968

5/6/25

| LINE TABLE |        |             | LEGEND                  |
|------------|--------|-------------|-------------------------|
| LINE#      | LENGTH | DIRECTION   | FOUND IRON PIPE [LS129] |
| L1         | 10.00' | S61°41'00"W | WOOD FENCE              |
| L2         | 24.05' | S28°19'00"E | UTILITY POLE            |
| L3         | 70.00' | S28°19'00"E | OVERHEAD UTILITY LINE   |
| L4         | 30.00' | S61°41'00"W | GUY WIRE                |
| L5         | 70.00' | N28°19'00"W | FIRE HYDRANT            |
| L6         | 30.00' | N61°41'00"E | IRRIGATION BOX          |
|            |        |             | SEWER LID               |
|            |        |             | WATER LID               |



NOTES:

-BASIS OF BEARING: PLAT BOOK 298, PAGE 46

-UTILITIES SHOWN BASED ON ABOVEGROUND OBSERVATIONS, THIS IS NOT A COMPLETE INVENTORY OF UTILITIES IN THE AREA. NO UNDERGROUND UTILITIES SHOWN.  
- THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY SURVEYOR. ALL INFORMATION REGARDING RECORD EASEMENTS, AND OTHER DOCUMENTS WHICH MIGHT AFFECT THE QUALITY OF TITLE TO TRACT AS SHOWN HEREON WAS GAINED FROM TITLE COMMITMENT NUMBER 01-24029166-01T PREPARED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY DATED 6/19/24. ANY ADDITIONAL EASEMENTS AND/OR EXCEPTIONS REPORTED IN SCHEDULE B - SECTION 2 OF THE ABOVE REFERENCED COMMITMENT SHOWN OR NOTED ON THIS SURVEY:

9. SUBJECT TO COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, SET BACK LINES, EASEMENTS AND RIGHTS OF WAYS, IF ANY, SET FORTH ON THE PLAT, RECORDED, IN BOOK 11, PAGE 0818, OF THE ST. LOUIS COUNTY RECORDS.[NOT PROVIDED AT THIS TIME]

10. SUBJECT TO COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, SET BACK LINES, EASEMENTS AND RIGHTS OF WAYS, IF ANY, SET FORTH ON THE PLAT, RECORDED 08/22/1984, IN BOOK 231, PAGE 42, OF THE ST. LOUIS COUNTY RECORDS.[NOT PROVIDED AT THIS TIME, PLAT BOOK 230 PAGE 42, PROVIDED, NO ADDITIONAL EASEMENTS SHOWN]

11. SUBJECT TO COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, SET BACK LINES, EASEMENTS AND RIGHTS OF WAYS, IF ANY, SET FORTH ON THE PLAT, RECORDED 06/11/1990, IN BOOK 298, PAGE 46, OF THE ST. LOUIS COUNTY RECORDS.[SHOWN, AFFECTS PARENT PARCELS, DOES NOT AFFECT LEASES PREMISES OR ACCESS AND UTILITY EASEMENT]

12. SUBJECT TO THE RESTRICTIONS SET FORTH IN THE DEED, RECORDED 11/06/2002, IN BOOK 14290, PAGE 740, OF THE ST. LOUIS COUNTY RECORDS.[SHOWN, AFFECTS PARENT PARCELS, AFFECTS ACCESS AND UTILITY EASEMENT, DOES NOT AFFECT LEASED PREMISES]

- NO TITLE COMMITMENT PROVIDED FOR PARCEL 1 AT THIS TIME

PARENT PARCEL DESCRIPTION FROM BOOK 24766, PAGE 2584

PARCEL 1:

LOT B OF HOG HOLLOW OFFICE CENTER, AS PER PLAT THEREOF IN PLAT BOOK 298 PAGE 46 OF THE ST. LOUIS COUNTY RECORDS: EXCEPTING THEREFROM, THE FOLLOWING: PART OF LOT B OF HOG HOLLOW OFFICE CENTER, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 298 PAGE 46 OF THE ST. LOUIS COUNTY RECORDS AS SET OUT BY DEEDS RECORDED IN BOOK 7622 PAGE 635 AND BOOK 7622 PAGE 636, DESCRIBED AS BOUNDED ON THE WEST, NORTH AND EAST BY GRANTOR'S WEST, NORTH AND EAST PROPERTY LINES SAID NORTH PROPERTY LINE BEING ALSO THE EXISTING SOUTH RIGHT OF WAY LINE OF ROUTE 340; AND ON THE SOUTH BY A LINE BEGINNING AT A POINT IN GRANTOR'S WEST PROPERTY LINE, SAID POINT BEING 46 FEET PERPENDICULAR DISTANCE SOUTH OF STATION 161+35 ON THE HEREINAFTER DESCRIBED CENTERLINE OF RELOCATED ROUTE 340; THENCE EASTERLY AND PARALLEL WITH SAID CENTERLINE TO GRANTOR'S EAST PROPERTY LINE.

PARCEL 2:

A TRACT OF LAND LOCATED IN PART OF THE EAST 50 FEET OF THE WEST HALF OF LOT 4 IN SHARE S OF THE PARTITION OF MISSOURI STEVENS ESTATE IN SURVEY 206, TOWNSHIP 46 NORTH, RANGE 4 EAST, AS PER PLAT THEREOF RECORDED IN SURVEY RECORD 6 PAGE 82 OF THE SURVEYORS RECORD IN ST. LOUIS COUNTY, MISSOURI AND DESCRIBED AS FOLLOWS: A TRACT OF LAND BOUNDED ON THE WEST, EAST, AND SOUTH BY THE WEST, EAST AND SOUTH PROPERTY LINES OF A TRACT OF LAND AS CONVEYED TO THE STATE OF MISSOURI, ACTING BY AND THROUGH THE MISSOURI HIGHWAY AND TRANSPORTATION COMMISSION BY DEED DATED JULY 1, 1991, AND RECORDED IN BOOK 9080 PAGE 1788, (FORMERLY OWNED BY ALAN & LANA BEIRNE, HIS WIFE); ON THE NORTH BY A LINE BEGINNING AT A POINT 50 FEET PERPENDICULAR DISTANCE SOUTH OF STATION 157+30 ON THE HEREINAFTER DESCRIBED CENTERLINE OF RELOCATED ROUTE 340; THENCE NORTHEASTERLY, PARALLEL TO SAID CENTERLINE, AND EXTENDING THROUGH THE WEST AND EAST PROPERTY LINE OF SAID BEIRNE TRACT TO A POINT OPPOSITE CENTERLINE STATION 164+78.03.

LEASED PREMISES

PART OF A TRACT OF LAND LOCATED IN PART OF THE EAST 50 FEET OF THE WEST HALF OF LOT 4 IN SHARE S OF THE PARTITION OF MISSOURI STEVENS ESTATE IN SURVEY 206, TOWNSHIP 46 NORTH, RANGE 6 EAST, AS PER PLAT THEREOF RECORDED IN SURVEY RECORD 6 PAGE 82 OF THE SURVEYORS RECORD IN ST. LOUIS COUNTY, MISSOURI AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT B OF HOG HOLLOW OFFICE CENTER, AS PER PLAT RECORDED IN PLAT BOOK 298 PAGE 46 OF THE ST. LOUIS COUNTY RECORDS; THENCE SOUTH 28 DEGREES 19 MINUTES 00 SECONDS EAST, 7.94 FEET TO A POINT; THENCE SOUTH 61 DEGREES 41 MINUTES 00 SECONDS WEST, 10.00 FEET TO A POINT; THENCE SOUTH 28 DEGREES 19 MINUTES 00 SECONDS EAST, 24.05 FEET TO THE POINT OF BEGINNING OF SAID LEASED PREMISES; THENCE CONTINUING SOUTH 28 DEGREES 19 MINUTES 00 SECONDS EAST, 70.00 FEET TO A POINT; THENCE SOUTH 61 DEGREES 41 MINUTES 00 SECONDS WEST, 30.00 FEET TO A POINT; THENCE NORTH 28 DEGREES 19 MINUTES 00 SECONDS WEST, 70.00 FEET TO A POINT; THENCE NORTH 61 DEGREES 41 MINUTES 00 SECONDS EAST, 30.00 FEET TO THE POINT OF BEGINNING. CONTAINING 2100 SQUARE FEET OR 0.04 ACRES MORE OR LESS.

ACCESS AND UTILITY EASEMENT

PART OF A TRACT OF LAND LOCATED IN PART OF THE EAST 50 FEET OF THE WEST HALF OF LOT 4 IN SHARE S OF THE PARTITION OF MISSOURI STEVENS ESTATE IN SURVEY 206, TOWNSHIP 46 NORTH, RANGE 6 EAST, AS PER PLAT THEREOF RECORDED IN SURVEY RECORD 6 PAGE 82 OF THE SURVEYORS RECORD IN ST. LOUIS COUNTY, MISSOURI AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT B OF HOG HOLLOW OFFICE CENTER, AS PER PLAT RECORDED IN PLAT BOOK 298 PAGE 46 OF THE ST. LOUIS COUNTY RECORDS; THENCE SOUTH 28 DEGREES 19 MINUTES 00 SECONDS EAST, 7.94 FEET TO A POINT; THENCE SOUTH 61 DEGREES 41 MINUTES 00 SECONDS WEST, 10.00 FEET TO A POINT; THENCE SOUTH 28 DEGREES 19 MINUTES 00 SECONDS EAST, 24.05 FEET TO THE NORTHEAST CORNER OF A LEASED PREMISES; THENCE ALONG THE NORTHEAST LINE OF SAID LEASED PREMISES; SOUTH 28 DEGREES 19 MINUTES 00 SECONDS EAST, 20.00 FEET TO THE POINT OF BEGINNING OF THE ACCESS AND UTILITY EASEMENT; THENCE SOUTH 28 DEGREES 19 MINUTES 00 SECONDS EAST, 30.00 FEET TO A POINT; THENCE LEAVING SAID NORTHEAST LINE, NORTH 61 DEGREES 41 MINUTES 00 SECONDS EAST, 2.43 FEET TO A POINT; THENCE SOUTH 28 DEGREES 19 MINUTES 00 SECONDS EAST, 80.58 FEET TO A POINT; THENCE NORTH 61 DEGREES 41 MINUTES 00 SECONDS EAST, 254.93 FEET TO A POINT; THENCE NORTH 27 DEGREES 37 MINUTES 34 SECONDS WEST, 120.17 FEET TO A POINT; THENCE NORTH 00 DEGREES 58 MINUTES 30 SECONDS EAST, 44.11 FEET TO A POINT ON THE SOUTHEAST LINE OF OLIVE BOULEVARD; THENCE SOUTH 61 DEGREES 41 MINUTES 00 SECONDS WEST, 34.40 FEET TO A POINT; THENCE LEAVING SAID SOUTHEAST LINE, SOUTH 00 DEGREES 58 MINUTES 30 SECONDS WEST, 34.93 FEET TO A POINT; THENCE SOUTH 27 DEGREES 37 MINUTES 34 SECONDS EAST, 98.18 FEET TO A POINT; THENCE SOUTH 61 DEGREES 41 MINUTES 00 SECONDS WEST, 86.35 FEET TO A POINT; THENCE NORTH 58 DEGREES 25 MINUTES 25 SECONDS WEST, 12.68 FEET TO A POINT; THENCE SOUTH 61 DEGREES 41 MINUTES 00 SECONDS WEST, 23.08 FEET TO A POINT; THENCE SOUTH 28 DEGREES 19 MINUTES 00 SECONDS EAST, 10.97 FEET TO A POINT; THENCE SOUTH 61 DEGREES 42 MINUTES 00 SECONDS WEST, 39.03 FEET TO A POINT; THENCE NORTH 69 DEGREES 49 MINUTES 10 SECONDS WEST, 17.58 FEET TO A POINT; THENCE SOUTH 20 DEGREES 18 MINUTES 22 SECONDS WEST, 19.91 FEET TO A POINT; THENCE SOUTH 61 DEGREES 41 MINUTES 00 SECONDS WEST, 13.87 FEET TO A POINT; THENCE NORTH 28 DEGREES 19 MINUTES 00 SECONDS WEST, 79.48 FEET TO A POINT; THENCE NORTH 12 DEGREES 33 MINUTES 50 SECONDS WEST, 51.07 FEET TO A POINT ON THE SAID SOUTHEAST OF OLIVE BOULEVARD; THENCE SOUTH 61 DEGREES 41 MINUTES 00 SECONDS WEST, 34.70 FEET TO A POINT; THENCE LEAVING SAID SOUTHEAST LINE, SOUTH 16 DEGREES 44 MINUTES 04 SECONDS EAST, 49.05 FEET TO A POINT; THENCE SOUTH 61 DEGREES 41 MINUTES 00 SECONDS WEST, 1.75 FEET TO THE POINT OF BEGINNING. CONTAINING 16,197 SQUARE FEET OR 0.37 ACRES MORE OR LESS.

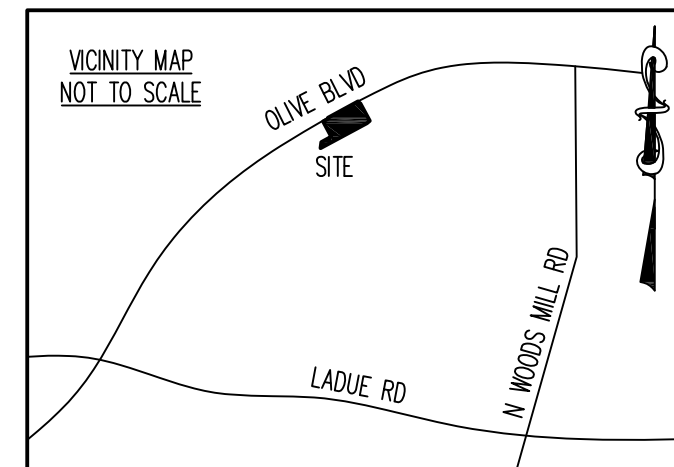
-ACCORDING TO FEDERAL EMERGENCY MANAGEMENT AGENCY MAPS, THE PROPOSED TELECOMMUNICATIONS SITE IS LOCATED IN ZONE X, COMMUNITY PANEL NO. 29189C0170K, DATED 2/4/15.  
-NO WETLANDS AREAS HAVE BEEN INVESTIGATED BY THIS SURVEY  
-THE LEASED PREMISES IS CONTIGUOUS ALONG ITS COMMON BOUNDARIES TO THE ACCESS AND UTILITY EASEMENT, WHICH IN TURN IS CONTIGUOUS ALONG ITS COMMON BOUNDARIES TO THE OLIVE BLVD. RIGHT OF WAY, AND THERE ARE NO GAPS, GORES, SPACES OR OVERLAPS BETWEEN OR AMONG ANY OF SAID PARCELS OF LAND.

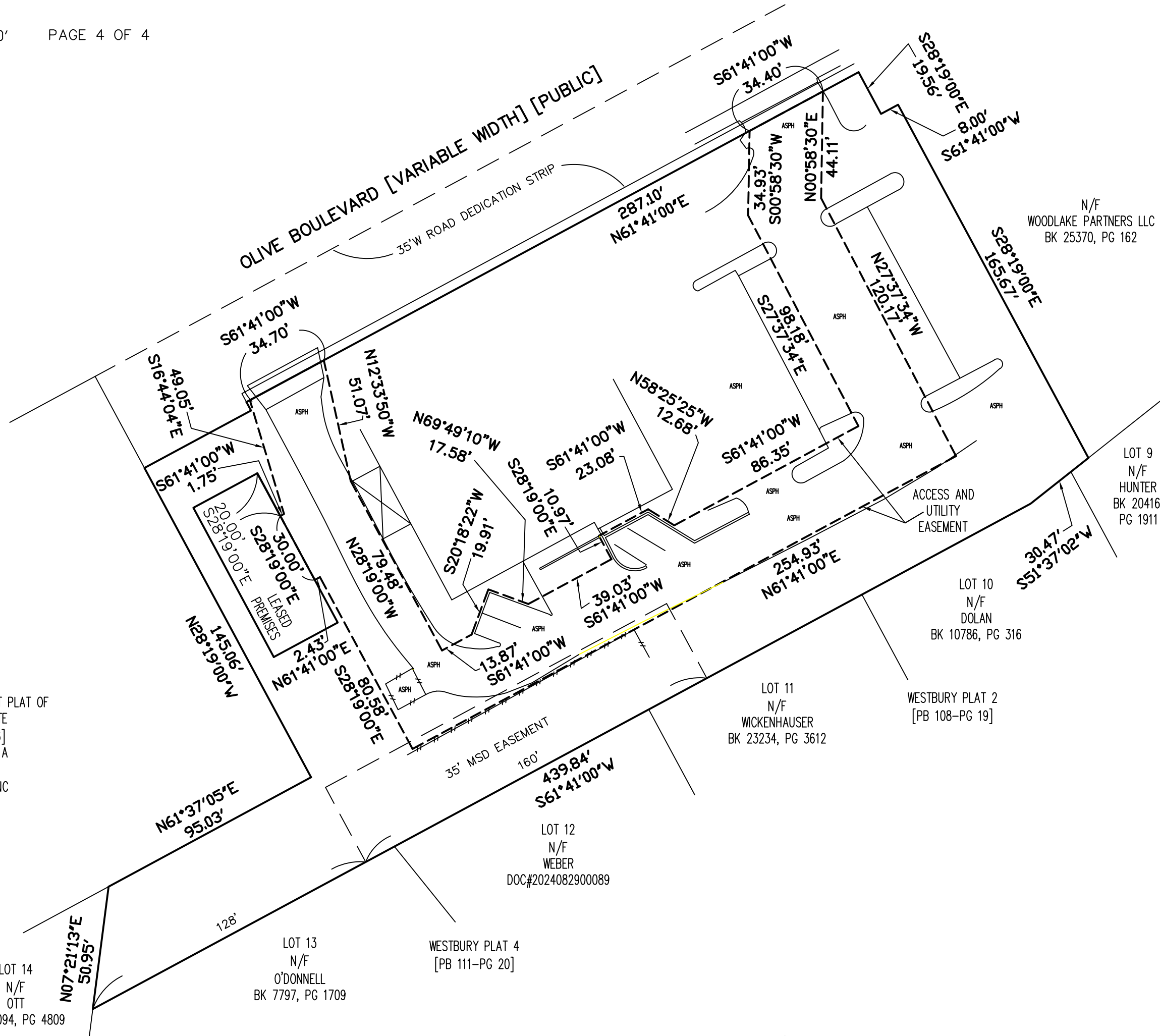
CERTIFICATION:  
TO: HARMONI TOWERS LLC, A DELAWARE LIMITED LIABILITY COMPANY; ITS SUCCESSORS, ASSIGNS AND/OR DESIGNEES AND OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY:  
I, JARED MINNICK, A MISSOURI PROFESSIONAL LAND SURVEYOR, CERTIFY THAT THE INFORMATION SHOWN HEREON WAS COMPILED USING DATA FROM AN ACTUAL FIELD SURVEY MADE UNDER MY DIRECT SUPERVISION AND THAT THE FIELD SURVEY AND THE COMPILATION OF INFORMATION SHOWN HEREIN WERE CONDUCTED IN ACCORDANCE WITH THE MISSOURI STANDARDS FOR THE LEASED PREMISES. THE FIELD WORK WAS COMPLETED ON 10/16/24.  
JARED MINNICK, PLS 2007017968  
DATED: 5/6/25

|   |   |
|---|---|
| SURVEY<br>SITE: MOSTL2012   |   |
| SITE ADDRESS:<br>14008 OLIVE BOULEVARD,<br>CHESTERFIELD, MO 63017<br>ST. LOUIS COUNTY<br>PROJECT NUMBER 10795 |   |
| MINNICK SURVEYING, LLC  |   |
| LC-2009001156   |  |
| 3520 HAMPTON AVE.<br>ST. LOUIS, MO 63139<br>(314) 721-9500<br>MINNICKSURVEYING.COM                            |   |
| THIS MEDIA SHOULD NOT<br>BE CONSIDERED A<br>CERTIFIED DOCUMENT  |   |
| PRELIMINARY, NOT FOR<br>CONSTRUCTION,<br>RECORDING PURPOSES OR<br>IMPLEMENTATION                              |   |

JARED MINNICK  
LAND SURVEYOR  
PLS-2007017968

5/6/25





BOUNDARY ADJUSTMENT PLAT OF STEVENS ESTATE [PB 273-PG 6] ADJUSTED LOT A N/F WESTERN OIL INC 16886, PG 1

LOT 14 N/F OTT BK 17094, PG 4809

LOT 13 N/F O'DONNELL BK 7797, PG 1709

WESTBURY PLAT 4 [PB 111-PG 20]

LOT 12 N/F WEBER DOC#2024082900089

LOT 11 N/F WICKENHAUSER BK 23234, PG 3612

WESTBURY PLAT 2 [PB 108-PG 19]

LOT 10 N/F DOLAN BK 10786, PG 316

LOT 9 N/F HUNTER BK 20416, PG 1911

N/F WOODLAKE PARTNERS LLC BK 25370, PG 162

SURVEY  
SITE: MOSTL2012

SITE ADDRESS:  
14008 OLIVE BOULEVARD,  
CHESTERFIELD, MO 63017  
ST. LOUIS COUNTY  
PROJECT NUMBER 10602

MINNICK SURVEYING, LLC  
LC-2009001156

3520 HAMPTON AVE.  
ST. LOUIS, MO 63139  
(314) 721-9500  
MINNICKSURVEYING.COM

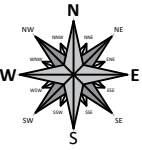
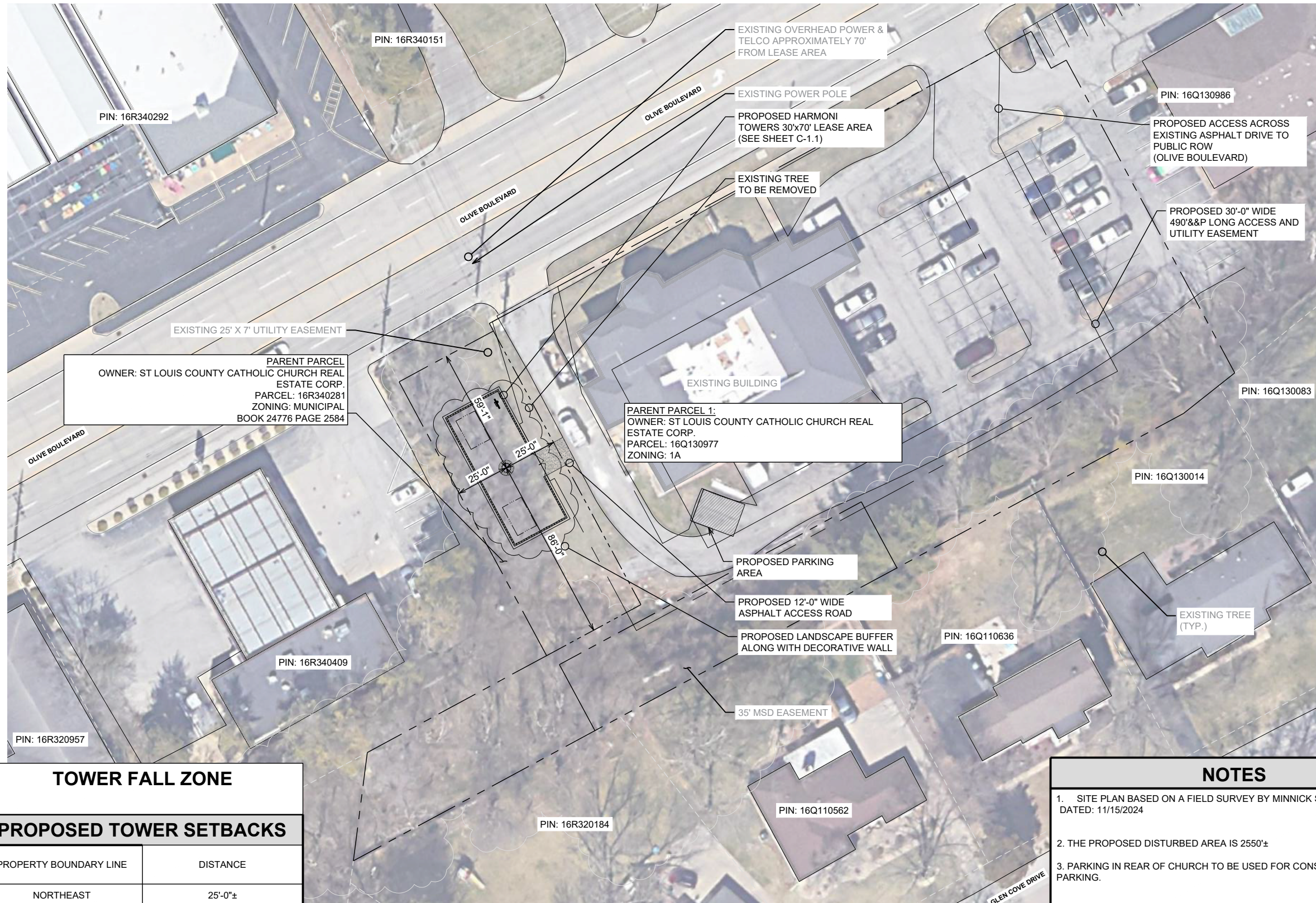
THIS MEDIA SHOULD NOT  
BE CONSIDERED A  
CERTIFIED DOCUMENT

PRELIMINARY, NOT FOR  
CONSTRUCTION,  
RECORDING PURPOSES OR  
IMPLEMENTATION




JARED MINNICK  
LAND SURVEYOR  
PLS-2007017968  
5/6/25

| LEGEND |                         |
|--------|-------------------------|
|        | FOUND IRON PIPE [LS129] |
|        | FENCE                   |
|        | UTILITY POLE            |
|        | OVERHEAD UTILITY LINE   |
|        | GUY WIRE                |
|        | FIRE HYDRANT            |
|        | IRRIGATION BOX          |
|        | SEWER LID               |
|        | WATER LID               |



PREPARED BY:



3227 WELLINGTON COURT  
 RALEIGH, NC 27615  
 o: 919-782-2710, f: 919-435-0631  
 www.ets-pltc.com

PREPARED FOR:



HARMONI TOWERS, LLC  
 6210 ARDREY KELL ROAD, SUITE 450  
 CHARLOTTE, NC 28277

HARMONI SITE NAME:  
**CREVE COEUR**

HARMONI SITE NUMBER:  
**MOSTL2012**

SITE ADDRESS:  
 14008 OLIVE BOULEVARD  
 CHESTERFIELD, MO 63017

LATITUDE/LONGITUDE:  
 38.679764°, -90.518144°



| REV | DATE       | DETAILS         |
|-----|------------|-----------------|
| A   | 12/03/2024 | ZONING DRAWINGS |
| 0   | 12/03/2024 | ZONING DRAWINGS |
| 1   | 12/20/2024 | ZONING DRAWINGS |
| 2   | 02/17/2025 | ZONING DRAWINGS |
| 3   | 05/15/2025 | ZONING DRAWINGS |
| 4   |            |                 |
| 5   |            |                 |
| 6   |            |                 |
| 7   |            |                 |
| 8   |            |                 |
| 9   |            |                 |
| 10  |            |                 |
| 11  |            |                 |
| 12  |            |                 |
| 13  |            |                 |

DRAWN BY: HM      CHECKED BY: VA

SHEET TITLE:  
**OVERALL SITE PLAN**

SHEET # **C-1.1**      CURRENT REV # 3  
 ETS #: 24127091

**TOWER FALL ZONE**

**PROPOSED TOWER SETBACKS**

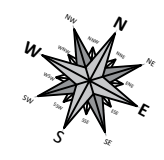
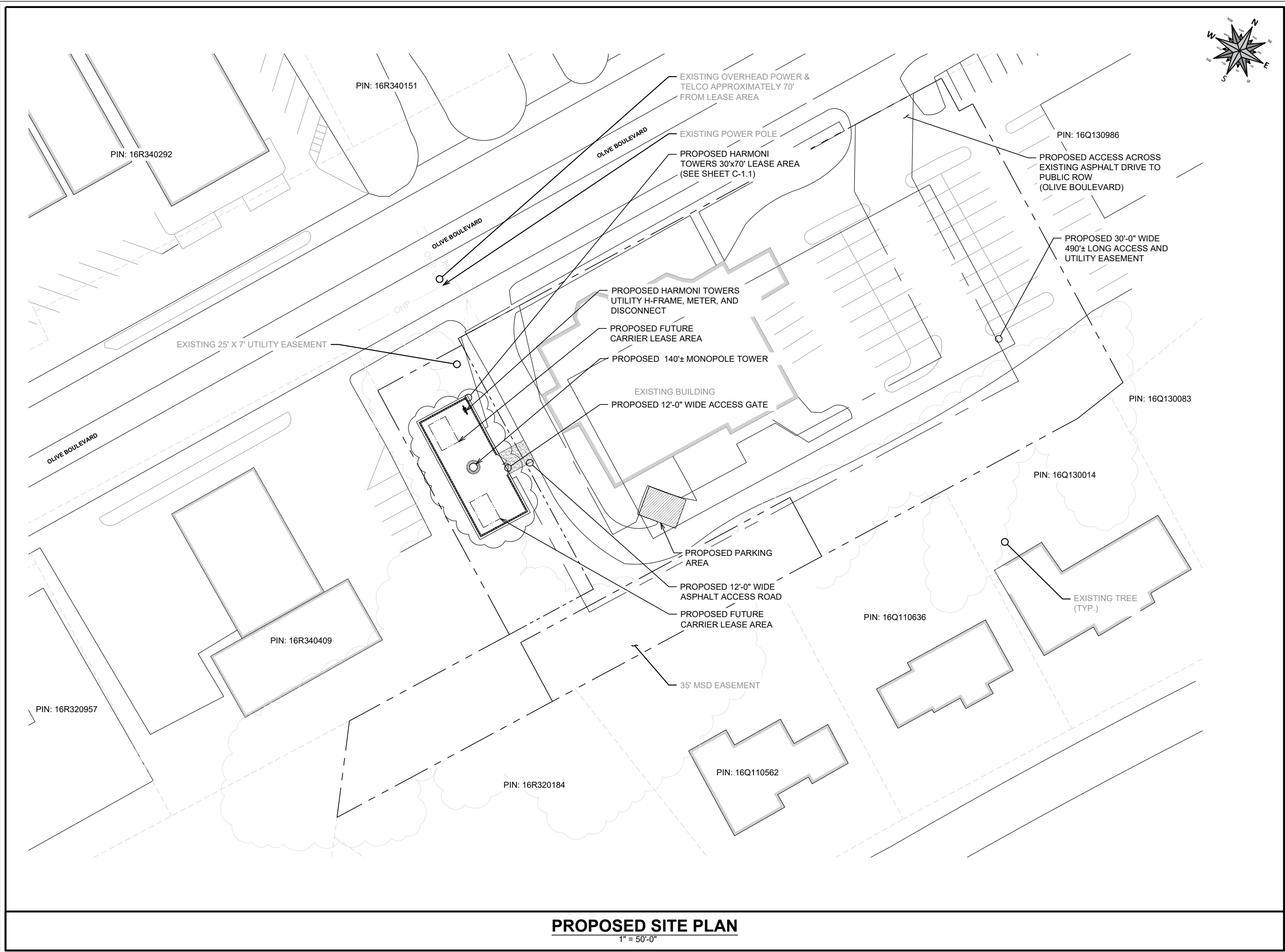
| PROPERTY BOUNDARY LINE | DISTANCE |
|------------------------|----------|
| NORTHEAST              | 25'-0"±  |
| SOUTHEAST              | 86'-6"±  |
| SOUTHWEST              | 25'-0"±  |
| NORTHWEST              | 59'-1"±  |

**NOTES**


1. SITE PLAN BASED ON A FIELD SURVEY BY MINNICK SURVEYING, LLC. DATED: 11/15/2024
2. THE PROPOSED DISTURBED AREA IS 2550'±
3. PARKING IN REAR OF CHURCH TO BE USED FOR CONSTRUCTION PARKING.

**OVERALL SITE PLAN**

1" = 50'-0"



PREPARED BY:



3227 WELLINGTON COURT  
 RALEIGH, NC 27615  
 o: 919-782-2710, f: 919-435-0631  
 www.ets-pllc.com

PREPARED FOR:

HARMONI TOWERS, LLC  
 6210 ARDREY KELL ROAD, SUITE 450  
 CHARLOTTE, NC 28277

HARMONI SITE NAME:  
**CREVE COEUR**

HARMONI SITE NUMBER:  
**MOSTL2012**

SITE ADDRESS:  
 14008 OLIVE BOULEVARD  
 CHESTERFIELD, MO 63017

LATITUDE/LONGITUDE:  
 38.679764°, -90.518144°



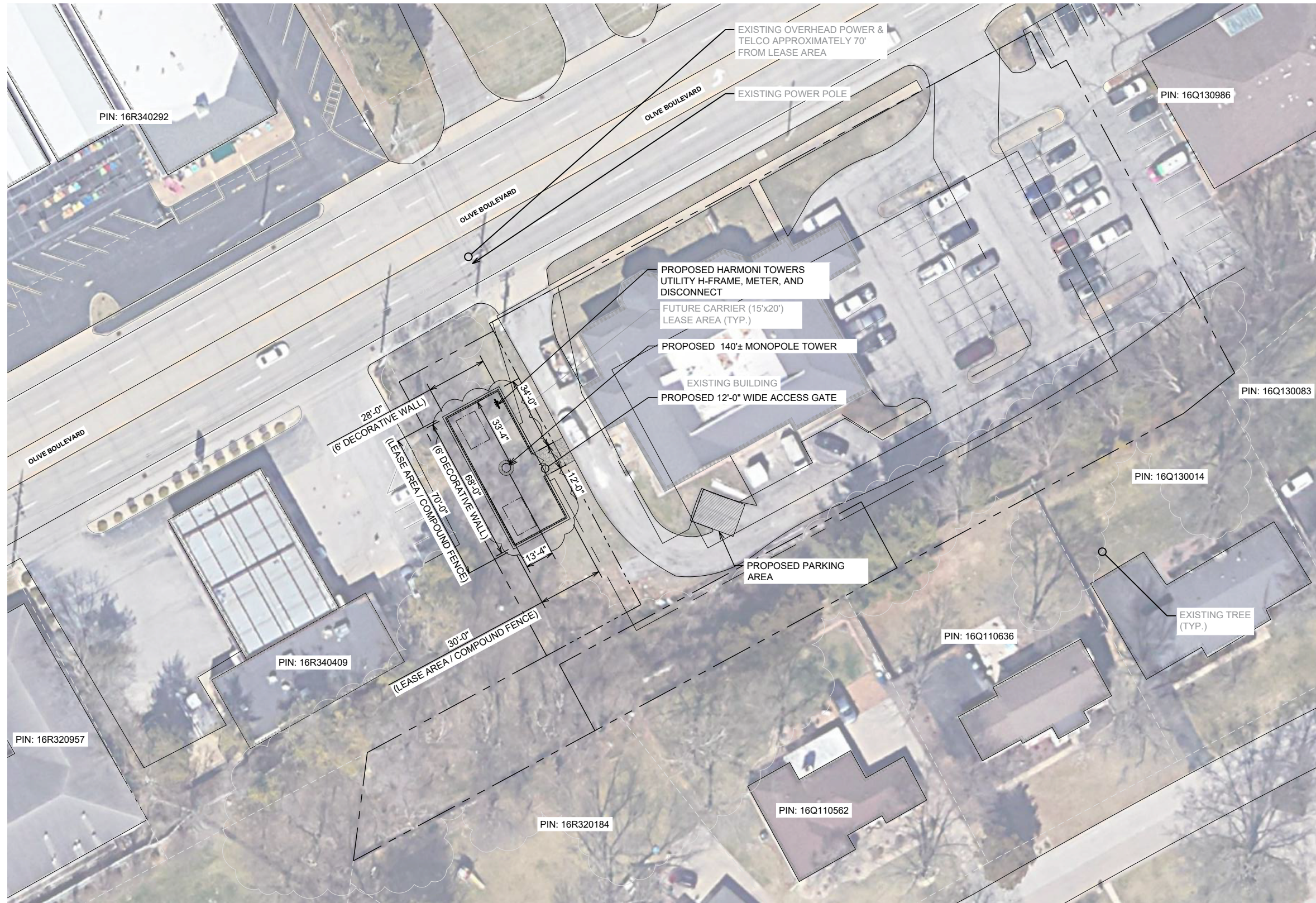
| REV | DATE       | DETAILS         |
|-----|------------|-----------------|
| A   | 12/03/2024 | ZONING DRAWINGS |
| 0   | 12/03/2024 | ZONING DRAWINGS |
| 1   | 12/20/2024 | ZONING DRAWINGS |
| 2   | 02/17/2025 | ZONING DRAWINGS |
| 3   | 05/15/2025 | ZONING DRAWINGS |
| 4   |            |                 |
| 5   |            |                 |
| 6   |            |                 |
| 7   |            |                 |
| 8   |            |                 |
| 9   |            |                 |
| 10  |            |                 |
| 11  |            |                 |
| 12  |            |                 |
| 13  |            |                 |

DRAWN BY: HM      CHECKED BY: VA


SHEET TITLE:  
**PROPOSED SITE PLAN**

SHEET # **C-1.2**      CURRENT REV # 3  
 ETS #: 24127091

**PROPOSED SITE PLAN**  
 1" = 50'-0"



PREPARED BY:



3227 WELLINGTON COURT  
 RALEIGH, NC 27615  
 o: 919-782-2710, f: 919-435-0631  
 www.ets-pllc.com

PREPARED FOR:



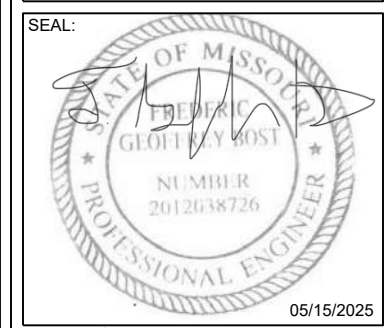
HARMONI TOWERS, LLC  
 6210 ARDREY KELL ROAD, SUITE 450  
 CHARLOTTE, NC 28277

HARMONI SITE NAME:  
**CREVE COEUR**

HARMONI SITE NUMBER:  
**MOSTL2012**

SITE ADDRESS:  
 14008 OLIVE BOULEVARD  
 CHESTERFIELD, MO 63017

LATITUDE/LONGITUDE:  
 38.679764°, -90.518144°



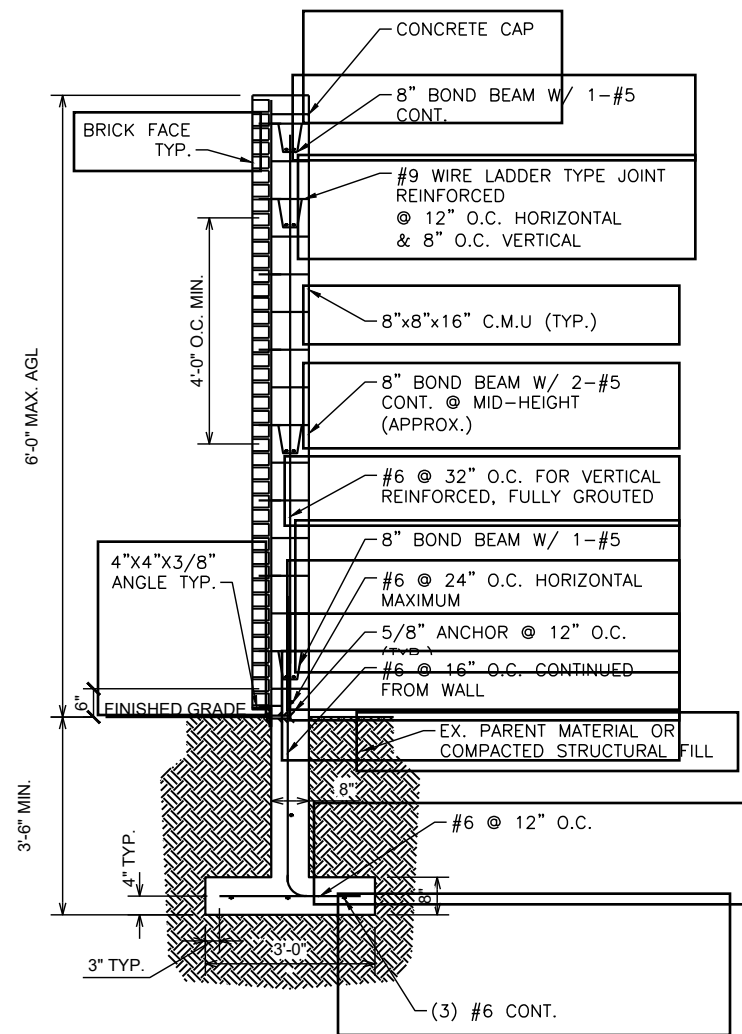
| REV | DATE       | DETAILS         |
|-----|------------|-----------------|
| A   | 12/03/2024 | ZONING DRAWINGS |
| 0   | 12/03/2024 | ZONING DRAWINGS |
| 1   | 12/20/2024 | ZONING DRAWINGS |
| 2   | 02/17/2025 | ZONING DRAWINGS |
| 3   | 05/15/2025 | ZONING DRAWINGS |
| 4   |            |                 |
| 5   |            |                 |
| 6   |            |                 |
| 7   |            |                 |
| 8   |            |                 |
| 9   |            |                 |
| 10  |            |                 |
| 11  |            |                 |
| 12  |            |                 |
| 13  |            |                 |

DRAWN BY: HM      CHECKED BY: VA

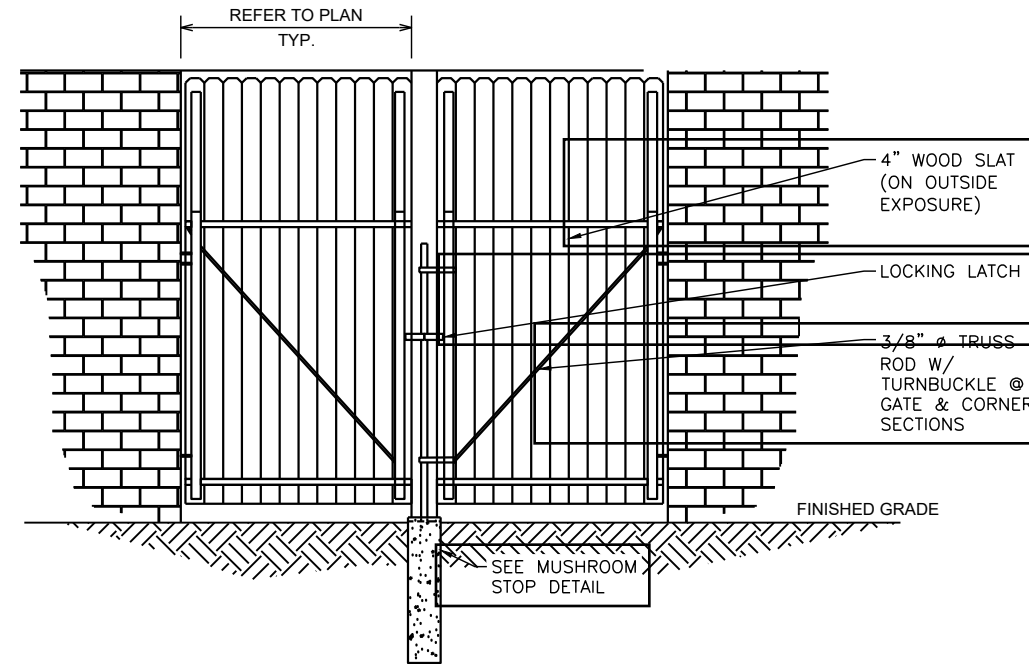
SHEET TITLE:  
**DIMENSIONED SITE PLAN**

SHEET # **C-1.3**      CURRENT REV # 3  
 ETS #: 24127091

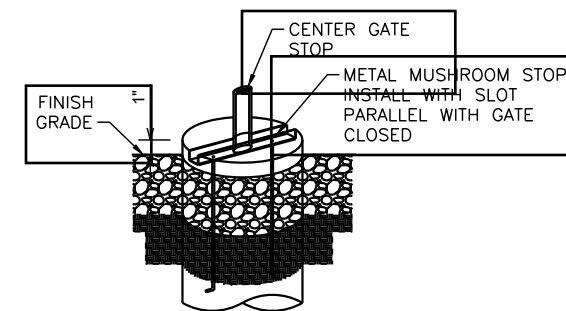
**DIMENSIONED SITE PLAN**  
 1" = 50'-0"



**DECORATIVE WALL DETAIL**  
N.T.S.



**WOOD DOUBLE SLAT GATE**  
N.T.S.



**MUSHROOM STOP DETAIL**  
N.T.S.

**NOT USED**  
N.T.S.

PREPARED BY:



3227 WELLINGTON COURT  
RALEIGH, NC 27615  
o: 919-782-2710, f: 919-435-0631  
www.ets-pllc.com

PREPARED FOR:



HARMONI TOWERS, LLC  
6210 ARDREY KELL ROAD, SUITE 450  
CHARLOTTE, NC 28277

HARMONI SITE NAME:

**CREVE COEUR**

HARMONI SITE NUMBER:  
**MOSTL2012**

SITE ADDRESS:  
14008 OLIVE BOULEVARD  
CHESTERFIELD, MO 63017

LATITUDE/LONGITUDE:  
38.679764°, -90.518144°

SEAL:



| REV | DATE       | DETAILS         |
|-----|------------|-----------------|
| A   | 12/03/2024 | ZONING DRAWINGS |
| 0   | 12/03/2024 | ZONING DRAWINGS |
| 1   | 12/20/2024 | ZONING DRAWINGS |
| 2   | 02/17/2025 | ZONING DRAWINGS |
| 3   | 05/15/2025 | ZONING DRAWINGS |
| 4   |            |                 |
| 5   |            |                 |
| 6   |            |                 |
| 7   |            |                 |
| 8   |            |                 |
| 9   |            |                 |
| 10  |            |                 |
| 11  |            |                 |
| 12  |            |                 |
| 13  |            |                 |

DRAWN BY: HM | CHECKED BY: VA

SHEET TITLE:

**DETAILS**

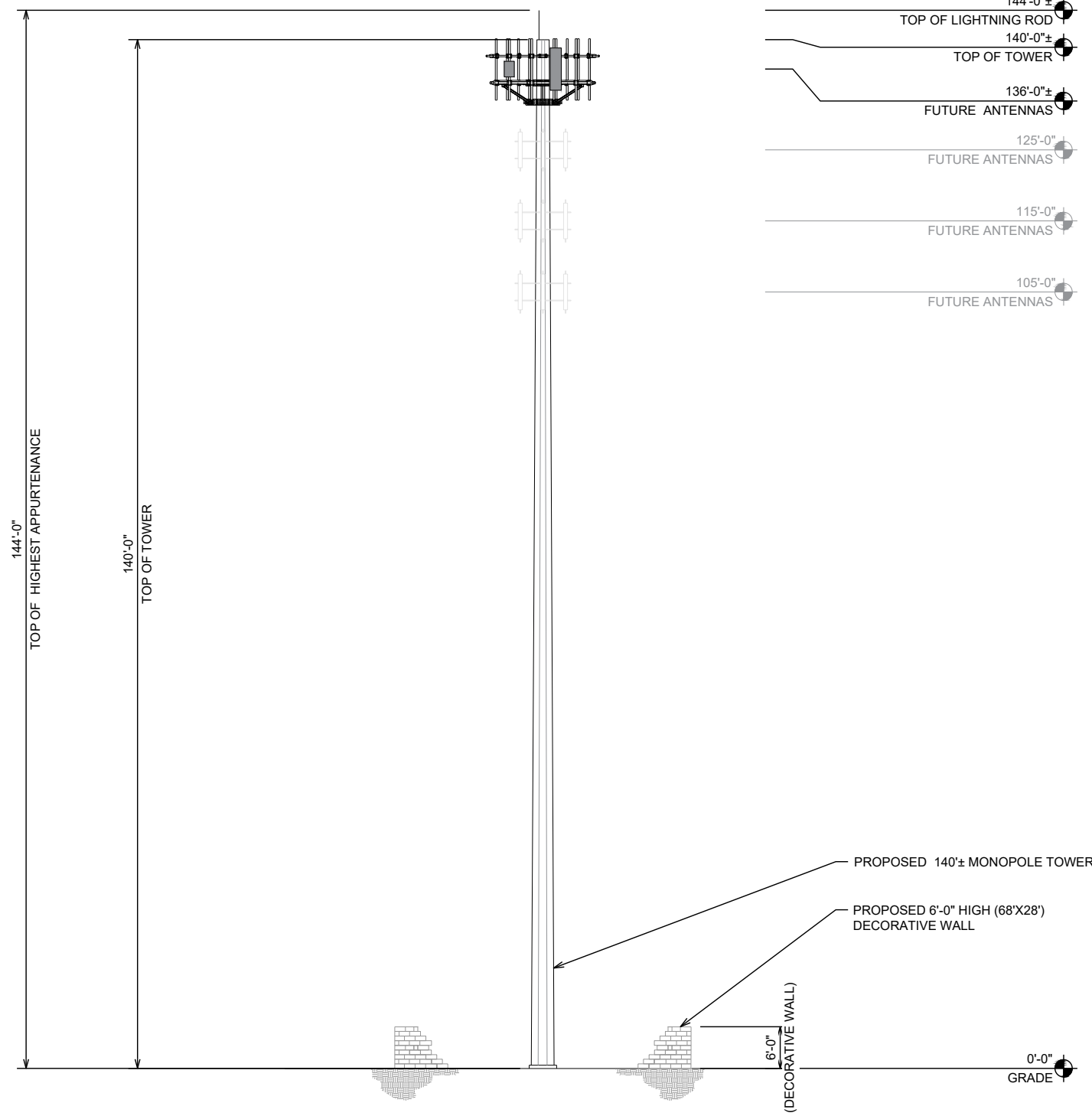
SHEET # **C-1.4** | CURRENT REV # 3  
ETS #: 24127091

STRUCTURE INFORMATION IS SHOWN FOR ILLUSTRATIVE PURPOSES ONLY. STRUCTURAL INTEGRITY OF SUPPORTING STRUCTURES, ANTENNA MOUNTS, AND FOUNDATION SHALL BE VERIFIED AS ACCEPTABLE BY AN ENGINEER CERTIFIED STRUCTURAL ANALYSIS, UTILIZING THE NEW LOADING REPRESENTED WITHIN THESE DRAWINGS PRIOR TO THE EXECUTION OF EQUIPMENT CHANGES CONTAINED IN THESE DRAWINGS. CONTRACTOR SHALL OBTAIN ALL STRUCTURAL REPORTS AND FOLLOW ALL RECOMMENDATIONS

NOTE:  
AN ANALYSIS OF THE STRUCTURE AND FOUNDATION HAS BEEN PERFORMED BY OTHERS. THE HEIGHT, LOCATION, AND MOUNTING SHOWN IN THESE PLANS ARE FOR REFERENCE ONLY AND THE STRUCTURAL ANALYSIS SHOULD SUPERSEDE THESE DRAWINGS.

NOTE:  
CONTRACTOR SHALL NOT PROCEED WITH ANY CONSTRUCTION UNTIL A PASSING MOUNT ANALYSIS IS COMPLETED. IF EITHER THE ANALYSIS FAILS OR ANY EQUIPMENT CHANGES, THE CONTRACTOR SHALL NOT PROCEED WITH CONSTRUCTION UNTIL A MODIFICATION DESIGN AND/OR A NEW MOUNT ANALYSIS HAS BEEN COMPLETED.

NOTE:  
ALL EQUIPMENT WILL BE GALVANIZED STEEL IN COLOR



**TOWER ELEVATION**



PREPARED BY:

3227 WELLINGTON COURT  
RALEIGH, NC 27615  
o: 919-782-2710, f: 919-435-0631  
www.ets-pllc.com

PREPARED FOR:

HARMONI TOWERS, LLC  
6210 ARDREY KELL ROAD, SUITE 450  
CHARLOTTE, NC 28277

HARMONI SITE NAME:  
**CREVE COEUR**

HARMONI SITE NUMBER:  
**MOSTL2012**

SITE ADDRESS:  
14008 OLIVE BOULEVARD  
CHESTERFIELD, MO 63017

LATITUDE/LONGITUDE:  
38.679764°, -90.518144°

SEAL:

05/15/2025

| REV | DATE       | DETAILS         |
|-----|------------|-----------------|
| A   | 12/03/2024 | ZONING DRAWINGS |
| 0   | 12/03/2024 | ZONING DRAWINGS |
| 1   | 12/20/2024 | ZONING DRAWINGS |
| 2   | 02/17/2025 | ZONING DRAWINGS |
| 3   | 05/15/2025 | ZONING DRAWINGS |
| 4   |            |                 |
| 5   |            |                 |
| 6   |            |                 |
| 7   |            |                 |
| 8   |            |                 |
| 9   |            |                 |
| 10  |            |                 |
| 11  |            |                 |
| 12  |            |                 |
| 13  |            |                 |

DRAWN BY: HM      CHECKED BY: VA

SHEET TITLE:  
**TOWER ELEVATION**

SHEET # **C-2**      CURRENT REV # 3  
ETS #: 24127091

# Letters of Opposition

## Shane Streiler

---

**From:** Kathryn Ayers Wickenhauser <kathrynayers@gmail.com>  
**Sent:** Thursday, September 25, 2025 7:11 AM  
**To:** Shane Streiler  
**Cc:** Kathryn Wickenhauser; Keith  
**Subject:** Follow Up to 14008 Olive Variance Conversation

**Follow Up Flag:** Flag for follow up  
**Flag Status:** Completed

Hi Shane,

Thank you for the time yesterday! I appreciate you explaining the requested variance request and what the upcoming Board of Adjustment meeting is specifically about. As I understand from our conversation, there is a proposal for a 140 foot cell phone tower at 14008 Olive Boulevard, and current City Code requires 110% of the height (154 feet) to the nearest habitable structure. The variance requested is to reduce that distance to 40 feet. In other words, this is equivalent to a requirement of about half of a football field distance (51 yards) being reduced to about the 13 yard line.

First, to answer your question about the Public hearing sign, it is still up. If you have more than one sign, I suggest you move the sign from parallel to the street to two signs back to back and perpendicular to the street so they can be seen while driving. Since the profile of the sign is parallel to the street, it isn't very easy to see, and that's how I personally missed it when I drive by there every day.

Second, I am requesting a copy of any and all materials/plans the Board of Adjustment is reviewing at the Public Hearing on Thursday. I am particularly interested in the case the property owner is making to justify their hardship and their request for the variance, but I would like all materials available, especially since my home is adjacent and impacted by this site, and since I am out of town for a family wedding at the time of the hearing.

I will write a formal letter under a different email, but I would like to underscore how concerned I am for the safety of my family at 11 Glen Cove Drive. I understand the role you have and the desire to remain neutral. I also believe that the City of Chesterfield can and should do it's best to prioritize the health and safety of its residents and visitors above all else. This proposed tower is an extreme height, and if it were to come down in any way, it could injure or cause death to my family or my neighbors. Towers have failed and caused death before, so I find the consideration of this variance to be a threat to safety.

Additionally, I mentioned to you that we have had to work with the property owner previously and they were extremely challenging, including threatening my neighbors at 12 and 13 Glen Cove. It concerns me that they are involved here, and that they will continue to be challenging and have disregard for their residential neighbors.

Furthermore, I understand that this has been an ongoing proposal and conversation. I am disappointed that as an impacted property owner, I did not find out about this sooner, and that there is a short amount of time to voice opposition to this variance.

I have shared information from our conversation with my neighbors, and I expect that some of them will share their shared opposition with you too.

If you have any questions for me, or if it would be helpful for any Board of Adjustment volunteer or Chesterfield employee (including you) to see the vantage point of this tower from our house at 11 Glen Cove, I welcome the opportunity to assist.

Please let me know if there is anything else I can do to be helpful here. You are welcome to reach out to me at any time at 314-541-5289, and any materials could be sent to this email address as well as the emails cc'd.

Thank you Shane!  
Kathryn

Sent from my iPad

## Shane Streiler

---

**From:** Elizabeth Corley <ecorley@yahoo.com>  
**Sent:** Thursday, September 25, 2025 3:38 PM  
**To:** Shane Streiler  
**Subject:** Please Deny Tower Setback Variance – 14008 Olive Blvd

**Follow Up Flag:** Follow up  
**Flag Status:** Completed

Dear Board Members,

I strongly oppose the variance request for the 140-foot cell tower at 14008 Olive Blvd. Current code requires a 154-foot setback from habitable buildings, yet the applicant is seeking to reduce this to only 40 feet. This safety rule exists for a reason, and reducing it by over 100 feet would put nearby homes, churches, and businesses at risk.

Please protect our neighborhood and deny this variance

Sincerely  
Elizabeth Gilbertson

## Shane Streiler

---

**From:** Jennifer H <jhardin0515@gmail.com>  
**Sent:** Thursday, September 25, 2025 8:16 PM  
**To:** Shane Streiler  
**Subject:** Opposition to Variance Request regarding wireless tower at 14008 Olive Blvd

**Follow Up Flag:** Flag for follow up  
**Flag Status:** Completed

Jennifer Hardin  
233 Villar Hill Drive  
Chesterfield, MO 63017  
[Jhardin0515@gmail.com](mailto:jhardin0515@gmail.com)  
913-633-4579  
9-25-25

Board of Adjustment  
City of Chesterfield  
690 Chesterfield Parkway West  
Chesterfield, MO 63017

Dear Members of the Board of Adjustment:

I am writing to respectfully oppose the variance request for the proposed 140-foot wireless tower at 14008 Olive Blvd., adjacent to Glen Cove Drive and Westbury Manor subdivision. Chesterfield Unified Development Code, § 405.06.030(B)(8)(a) requires that wireless communication towers be set back from any habitable structure a distance equal to 110% of the tower's height. For a 140-foot tower, this means a setback of at least 154 feet. I understand the applicant is requesting a drastic reduction of that requirement to only 40 feet from the nearest structures, including the church and gas station.

It is also unclear whether the tower location would comply with the required 154-foot setback from nearby residential houses along Glen Cove Drive. Without precise measurements, neighbors cannot be confident the tower will not also encroach on required residential setbacks, which raises further concerns about the proposal's compliance and safety.

I believe installing this would require taking out necessary vegetation that is used to protect the homes in the area from seeing and hearing the traffic and visitors to the nearby establishments. This does not seem like something you would want in this area and I. Such a small section of land. There is plenty of open space off of Olive where it will not negatively impact so many in our community.

The 110% rule exists to ensure that, in the event of structural failure, collapse, or storm damage, the tower does not endanger people or buildings. Reducing this distance undermines the purpose of the code and places neighboring properties and families at unnecessary risk. In our area, where tornadoes and strong storms are not uncommon, approving such a variance would heighten both actual danger and community anxiety. The applicant has not demonstrated a true hardship as required under § 405.02.180 (Variance Standards), which permits variances only when strict application of the code causes practical difficulty and when relief will not be "injurious to other property or detrimental to the public welfare." This request does not meet those standards.

I urge the Board to deny this variance. If approval were to be considered, it should be conditioned on prerequisites of:

- A certified structural engineering "fall-zone" study made public and independently reviewed;
- Height reduction to the minimum necessary for coverage;
- Evidence that no alternative sites or designs exist; and
- Ongoing safety and inspection requirements.

The ordinance exists to safeguard residents, and reducing the setback by more than 100 feet (while leaving uncertainty about residential compliance) would directly contradict that intent. I ask the Board to uphold the integrity of the code and protect the welfare of our community by denying this variance.

Sincerely,  
Jennifer Hardin

## Shane Streiler

---

**From:** Laura Aguilar <laurateresa.aguilar@hotmail.com>  
**Sent:** Friday, September 26, 2025 7:36 AM  
**To:** Shane Streiler  
**Subject:** Oppose the cell tower

**Follow Up Flag:** Follow up  
**Flag Status:** Completed

Subject: Please Deny Tower Setback Variance – 14008 Olive Blvd

Dear Board Members,

I strongly oppose the variance request for the 140-foot cell tower at 14008 Olive Blvd. Current code requires a 154-foot setback from habitable buildings, yet the applicant is seeking to reduce this to only 40 feet. This safety rule exists for a reason, and reducing it by over 100 feet would put nearby homes, churches, and businesses at risk.

Please protect our neighborhood and deny this variance.

Sincerely,

Laura Cucchi Aguilar

314.960.1356

"As for me and my house, we will serve the Lord" Joshua 24:15

## Shane Streiler

---

**From:** Caitlyn Williams <caitlyn.m.williams@gmail.com>  
**Sent:** Friday, September 26, 2025 7:52 AM  
**To:** Shane Streiler  
**Subject:** Opposition to Proposed Cell Tower Variance on olive

**Follow Up Flag:** Follow up  
**Flag Status:** Completed

Dear Board of Adjustment,

I urge you to reject the variance request for the proposed cell tower on Olive Blvd. The code requires a 154-foot setback, but the applicant asks for only 40 feet. Approving such a large reduction undermines the safety standard intended to prevent harm in the event of a tower collapse or storm damage.

This is not a minimal variance—it is a drastic departure from the code. Please deny the request.

Respectfully,

Caitlyn Williams

46 High Valley Dr, Chesterfield, MO 63017

**Shane Streiler**

---

From: David Stehly <davestehly66@gmail.com>  
Sent: Friday, September 26, 2025 10:36 AM  
To: PDSDirector <PDSDirector@chesterfield.mo.us>  
Subject: Proposed Cell Phone Tower

Good Morning Mr. Wyse -

I wanted to express my opposition to the zoning variance request to allow the construction of the cell phone tower proposed along Olive Boulevard. I feel it would be a negative aesthetic to my neighborhood as well as a potential threat to property and human life in the event of a catastrophic event causing it to fall. I believe the variance is in place to prevent this type of structure and should be held in force. Please pass this message along to the other members of the board.

Thank you very much.

Sincerely,  
David J. Stehly  
31 High Valley Drive



**Board of Adjustment  
2026 Meeting Schedule  
Council Chambers - 6:00 p.m.**

**JANUARY**

Thursday, January 29

**JULY**

Thursday, July 30

**FEBRUARY**

*No meeting scheduled*

**AUGUST**

Thursday, August 27

**MARCH**

Thursday, March 26

**SEPTEMBER**

Thursday, September 17

**APRIL**

Thursday, April 30

**OCTOBER**

Thursday, October 29

**MAY**

Thursday, May 28

**NOVEMBER**

*No meeting scheduled*

**JUNE**

Thursday, June 25

**DECEMBER**

Thursday, December 17