



JOCASTA ZAMARRIPA
ALDERWOMAN, 8TH DISTRICT

COMMITTEE ASSIGNMENTS

CHAIR

- Licenses Committee

VICE-CHAIR

- Community and Economic Development Committee

MEMBER

- Steering and Rules Committee
- Zoning, Neighborhoods, and Development Committee

January 15, 2026

To the Honorable, the Common Council

Honorable Members:

Re: Common Council File Number 251558

Attached are written objections to file number 251558 of the Licenses Committee relative to licenses:

Nonrenewal of the Recycling, Salvaging, or Towing Premises licenses of Don L. Thurmond, based upon the preponderance of the evidence in the applicant, witnesses and aldermanic testimony that demonstrates the operation results in a threat to health, safety or welfare of the public for failure to comply with the towing regulations; for the premises located at 2620 W SILVER SPRING DR.. ("DT2 TOWING") in the 1st aldermanic district.

Renewal with a 10 (ten) day suspension of the Filling Station, Food Dealer and Weights & Measures licenses of Dipak Thapa, based solely upon the preponderance of the evidence in the applicant testimony that demonstrates the operation results in a threat to the health, safety, or welfare of the public for the disturbance of the peace and the failure to comply with the approved plan of operations; for the premises located at 7002 W CENTER St. ("PETRO MART") in the 10th aldermanic district.

This matter will be heard by the full Council at its Tuesday, January 20, 2026 meeting. Pursuant to City Ordinances, a roll call vote will be taken to confirm that all members have read the attached statement and materials.

Sincerely,

JoCasta Zamarripa
Chairperson Licenses Committee

cc: All Council Members
City Attorney's Office
Common Council/City Clerk – License Division
CCF 251558



Appeal Letter

Formal Request for Reconsideration

Don Thurmond

DT2 Towing LLC

2620 W. Silverspring Dr.

Milwaukee, WI 53218

DT2towing@Gmail.com

414-759-4297

Date: 01/11/2026

Jim Owczarski

City Clerk

Office Of The City Clerk

City Hall Room 205

200 E. Wells St.

Milwaukee, WI 53202

Dear Jim Owczarski,

I am writing to formally appeal the decision regarding nonrenewal of our Recycling, Salvaging, or Towing Premises licenses for the premises located at 2620 W. SILVER SPRING DR.. ("DT2 TOWING"), January 6, 2024 decision. I respect and appreciate the effort and consideration that went into this decision, but I believe there are important circumstances and supporting information that merit reconsideration.

I would like to provide additional context and details that may not have been fully understood or considered during the initial review. I Have supporting Documents, pictures and video Supporting that the Claims against the Company Dt2 Towing LLC Are not Accurate or Misleading. Will like to start of with subject matter A,

1) Subject Erby Tow#2519728:

- a) on March 7, 2025, at 9:47 a.m., an officer conducted Follow Up on an email complaint regarding a towed vehicle and assault. The email had a video attached, which showed a vehicle on a flatbed tow truck and a group of people standing around the vehicles. An employee is seen pushing an open door into an elderly male, causing him to fall onto the ground. Follow-up was conducted with the elderly male and the business. The male stated he thought his car was being stolen, so he armed himself with a knife when confronting the tow truck driver. The male stated he was wrong and did not want any additional police enforcement taken. The business agent showed video depicting employees attempting to put distance between themselves and the armed male. No violations were observed.
- b) This was an Unfortunate Situation, but Tow Driver and Tow Operator Did their best to Defuse the situation. Uploaded on disk drive Label Tow #2519728 Erby. You can see Videos and pictures leading up to incident from Walgreens camera, body camera, and pictures of tow.
- c) Per investigation Case#C2503070057 from Officer Carlos Felix stated that, "Everyone at the business was cooperative. A city tow number was Generated prior to conducting the tow. Photos were Taken of the parking violation. Signs were posted within public view at the Walgreen's parking lot. No violations were found and No citations were issued."

2) Subject Cash Payments only:

- a) DT2 Towing LLC have Desktop and Mobile pos system to be able to take Card payments.
- b) Attached to this packet is a Sign Contract for Elavon Payment Processing Application that was signed and dated 09/19/2024. On that date the Pos (Point of Sale system) was installed and fully operational By 09/14/2024. Contact Representative Regional Account Executive Community Bank Group Bryan Schardf can confirm that.
- c) On Zip disk drive file named Pos Proof 12 31 2024 video, show proof pos system is on front counter on desk during a customer vehicle release. Video is from front counter camera located at the office of DT2 Towing LLC 2620 W. Silverspring Drive. Milwaukee, Wi 53209. Video is Time stamped showing time/date of transaction on December 31, 2024 at 5:14 p.m.
- d) On Zip Disk drive file named Pos Proof 12 31 2024 pic 1&2 are screen shots of video. On screen shot 1 of video is a zoomed in image circling the pos system position in yellow. On screen shot 2 of video is a image circling the pos system position in yellow.

- e) After getting Pos system installed Signage was update In regard to cards accepted and fees for using card transaction.

3) Subject Annie Smith Tow#24110841:

- a) Annie Smith Vehicle was towed For A parking Violation of parking on a Handicap access aisle area located between 2 handicap parking spots on December 25, 2024 at 5:30 p.m..
- b) Handicap Access aisle main purpose is to give people with wheelchair or mobility devices enough space to get in and out of their vehicle safely
- c) Proof of violation is on zip drive attached to this packet Label Annie Smith Tow#24110841 Pic 1 & 2
- d) Per Contract with Walgreens, we must tow any Vehicle that Violates Parking lot rules such as illegal parking, Fire Lane, Handicap, Stall out/Disable, and blocking any entrances/exits or driveway/lane.

4) Tow lot procedures:

- a) DT2 Towing has established procedures at our facility to protect the safety of employees, customers, and their vehicles while on the premises.
- b) When someone comes to collect their vehicle, we begin by collecting the driver's license of the individual entering, as well as the keys to the vehicle being retrieved.
- c) Once inside the lot, if needed they may go to their vehicle and collect any important documents, such as registration, title, driver's license, or proof of insurance. These items are necessary to complete the vehicle release process.
- d) If Have all Documents are ready the proceed to front counter for check out inside the building.
- e) To ensure the safety of all clients and staff, access to the tow lot is restricted exclusively to the registered vehicle owner. This policy allows us to maintain secure and orderly operations while minimizing the risk of disturbances or incidents at our facility.
- f) By permitting only the owner to retrieve their vehicle, we have effectively mitigated potential issues and upheld a safe environment for everyone concerned.

5) Parking lot marking and signage

- a) At each of our facilities, we stay in close communication with the property owners to keep every parking lot up to date and well-maintained.
 - b) We've personally updated over 90% of our clients' properties, ensuring that lines are repainted and handicap signage is clear and visible.
 - c) We've posted signs with contact information and relevant Wisconsin towing statutes so that anyone whose vehicle is towed knows exactly how to reach us.
- 5) Tow drivers:
- a. To operate smoothly and safely, our drivers are equipped with the latest technology and specialized equipment to ensure vehicles are towed without incidents.
 - b. Each driver wears a body cam, and our trucks and facilities have cameras to document all activities.
 - c. We also use smart glasses for customer interactions, ensuring continuous monitoring and transparency.

Additionally, we offer discounts for seniors and veterans to ensure that the process of retrieving a vehicle is as smooth and customer-friendly as possible. We strive to make every step of the process seamless and professional. I am committed to working cooperatively and promptly to resolve any concerns or provide further clarification if needed. I kindly request a review of my case and am hopeful for a positive outcome. Thank you for your time and attention to this matter. Please let me know if there is any additional information I can provide.

Sincerely,

Don Thurmond

DT2 Towing LLC

Company Application

The information contained in this Company Application has been completed from information provided to us. Please check the contents carefully and contact your Elavon Sales Representative if the information is no longer accurate or otherwise needs amendment. This Company Application is part of your Agreement (as defined in the Terms of Service).

1) Company Information

DBA Name	DT2 TOWING LLC	Legal Name	DT2 TOWING LLC
Contact Name	DON THURMOND	Year Established	2022
DBA Address	2620 W Silver Spring Dr Milwaukee WI 53209 (Business Street Address)	Current Ownership	2 years, 2 months
		DBA Phone #	414 7594297
		Email Address	dt2towing@gmail. com

Business Country of Formation (Headquartered)
United States

Country of Primary Business Operations
United States

2) Statements / Retrievals / Chargebacks

Chargebacks	Distribution Method : Email Email to : dt2towing@gmail.com	Retrievals	Distribution Method : Email Email to : dt2towing@gmail.com
Statements	Electronic		

3) Main Principal

Full Name	DON THURMOND	Date of Birth	08/23/1965
ID Type	Social Security #	ID Number	****0825
Ownership Percent	100%	Responsible Party	Yes
Phone Number	1-414-7594297	Email Address	dt2towing@gmail.com
Private Residential Address	2620 W Silver Spring Dr Milwaukee WI 53209 United States (Physical Residential Address)	US Person	Yes

Primary Identification: none

4) Additional Principals

not applicable



Company Application

8) Fees

Type	Quantity	Amount	Frequency
Chargeback Fee	1	\$ 25.00	Per Occurrence
Minimum Monthly Fee	1	\$ 5.00	Monthly
Voice Authorization with AVS	1	\$ 0.85	Per Occurrence
Voice Referral	1	\$ 0.85	Per Occurrence
Voice Operator Assisted	1	\$ 0.85	Per Occurrence
Voice Auth Touchtone Fee	1	\$ 0.85	Per Occurrence

SECURITY PROGRAMS	
Security Program: Safe-T Silver	
(PCI/SAFET) Discounted Program Fee: Monthly	\$0.00
<i>Please see additional disclosures in the Company Representation and Certifications below</i>	

Tap To Pay (TTP)

Tap To Pay	Yes
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Company Application

9) Point of Sale

Hardware	Quantity	Ownership Type	Details
Talech Moby5500	1	Purchase	\$89 purchase fee per unit

Software	Quantity	Ownership Type	Details
Talech Mobile Monthly	1	Purchase	\$0 purchase fee per unit

All applicable state and local taxes will be applied

Tax Exempt No

Elavon and Member have no responsibility for, and shall have no liability to Company in connection with, any hardware or software, or any related services Company receives under a direct agreement (including any sale, warranty or end-user license agreement) between Company and a third party, including any Value Added Services, even if Elavon collects fees or other amounts from Company with respect to such hardware, software or services

Terminal Programming None
Instructions

Training Included Yes

Rush Shipping Type N/A

10) Substitute Form W-9

Ownership Type Limited Liability Company

Tax Classification Corporation

TIN (Employer ID #) **-***8527

Name DT2 TOWING LLC

Address 2620 W Silver Spring Dr
Milwaukee WI 53209
(Business Street Address)

11) Company Representations and Certifications

Company Representations and Certifications. By signing below, the applicant company ("Company") and its representative(s) represent and warrant to Elavon, Inc. ("Elavon" or "Member" as applicable), with offices at 7300 Chapman Highway, Knoxville, TN 37920 (collectively, "we" or "us") that (i) all information provided in this company application ("Company Application") is true and complete and properly reflects the business, financial condition, and principal partners, owners, or officers of Company; and (ii) the persons signing this Company Application are duly authorized to bind Company to all provisions of this Company Application and the Agreement. Further, by signing below, Company and its representative(s) agree that Company is subject to the terms and conditions set forth in the Terms of Service ("TOS"), including when leasing equipment, and has had an opportunity to review such terms. The TOS contains a binding arbitration provision that affects Company's legal rights and should be reviewed prior to signing this document.

The signature by an authorized representative of Company on the Company Application, or the transmission of a Transaction Receipt or other evidence of a Transaction to us, shall be the Company's acceptance of and agreement to the terms and conditions contained in the Agreement including, without limitation, this Company Application, the TOS and the Operating Guide incorporated herein by this reference and located at our website at https://www.mypaymentsinside.com/apply/c/Operating_Guide_English and https://www.mypaymentsinside.com/apply/c/Terms_of_Service_English, respectively. If Company does not have access to view the TOS or Operating Guide at our website please contact our customer service center to obtain a copy and review prior to signing this document. Notwithstanding any non-receipt of the TOS or Operating Guide, Company agrees to comply with the Agreement, and all applicable laws, rules, and regulations including the rules and regulations of the Payment Networks, and understands that failure to comply will result in termination of processing services. Capitalized terms shall, unless otherwise defined in this Company Application, have the same meaning ascribed to them in the TOS and Operating Guide.

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. This means we will ask for certain information and identifying documents to allow us to



Company Application

Identify you. Company and its representative(s) authorize us prior to our acceptance of this Company Application and from time to time thereafter, to investigate the individual and business history and background of Company, each such representative and any other officers, partners, proprietors, and/or owners of Company, and to obtain credit reports or other background investigation reports on each of them that we consider necessary to review the acceptance and continuation of this Company Application. Company also authorizes any person or credit reporting agency to compile information to answer those credit inquiries and to furnish that information to us.

Company understands that an authorization code is not a guarantee of acceptance or payment of a Transaction. Receipt of an authorization code does not mean that company will not receive a Chargeback for that Transaction.

This Company Application may be signed in one or more counterparts, each of which shall constitute an original and all of which, taken together, shall constitute one and the same Company Application. Delivery of executed counterparts of this Company Application may be accomplished by a facsimile transmission, and a signed facsimile or copy of this Company Application shall constitute a signed original.

All companies must comply with the requirements of the Payment Card Industry Data Security Standards ("PCI DSS"). Elavon requires Level 4 companies (determined based on Transaction volume) to validate PCI DSS compliance on an annual basis, with initial validation to occur no later than ninety (90) days after account approval. A Company may be eligible for Data Breach Financial Assistance Coverage following account approval and PCI DSS compliance validation. See the PCI Compliance Program Overview for assistance details and conditions.

Under penalties of perjury, Company certifies that:

1. The number shown on this Company Application is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person.**
4. The FATCA code(s) entered on this form (if any) indicating I am exempt from FATCA reporting is correct.

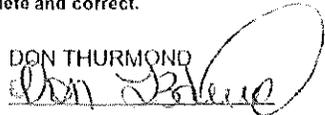
American Express Acceptance Program (Acceptance Program). If Company has elected to accept American Express® Transactions (as indicated in the Card Acceptance section of this Company Application), in addition to all other terms of this Agreement, Company agrees to the Acceptance Program terms of the TOS. By signing below or by accepting a Transaction initiated with an American Express® Payment Device, Company expressly authorizes Elavon to submit American Express® Transactions to, and to receive settlement funds from, American Express on Company's behalf. Company further authorizes Elavon to provide Company's contact information to American Express, and Company agrees that American Express may use and share such contact information for its business purposes and as permitted by applicable Laws, including to communicate with Company regarding products, services, and resources available to Company's business. American Express's use of the email address and mobile phone number provided above is subject to the consent to such use as indicated in Section 1 of this Company Application. Consent to American Express's use of contact information for such communications may be withdrawn at any time by contacting our customer service center. Even if consent is withdrawn, Company may still receive messages related to important information about Company's account from American Express. Company or Elavon may terminate Company's acceptance of American Express® Payment Devices at any time, with or without cause, without affecting Company's rights and obligations pursuant to the remainder of this Agreement. Company acknowledges that, if at any time Company is no longer qualified to participate in the Acceptance Program, Company may be enrolled in the standard American Express® card acceptance program, which may have different terms and conditions than the Acceptance Program, and Company's acceptance of American Express® Payment Devices pursuant to this Agreement will be terminated. Company acknowledges that American Express is an intended third-party beneficiary of this Agreement, solely with respect to the terms and conditions applicable to Company's acceptance of American Express® Payment Devices, and that American Express has the right to enforce such terms and conditions directly against Company.

*By signing this document below you are agreeing on behalf of the Company to a binding arbitration provision set forth in the TOS and expressly incorporated herein.

**The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

I hereby certify that to the best of my knowledge, the information provided about me, the name and address provided for the above named Company, and the information provided about the beneficial owner(s) and/or the individual with control over the above named Company is complete and correct.

Printed Name DON THURMOND

Signature 

Date

9/19/2024

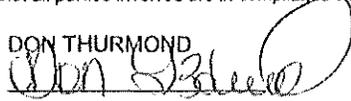


Personal Guaranty

As a primary inducement to us to accept this Company Application, the undersigned Guarantor(s), by signing the Company Application, jointly and severally, unconditionally and irrevocably, guarantee the continuing full and faithful performance and payment by Company of each of its duties and obligations to us (including, without limitation, Chargebacks, if applicable) pursuant to the Company Application and Agreement, as may be amended from time to time, with or without notice. Guarantor(s) understand further that we may proceed directly against Guarantor(s) without first exhausting our remedies against any other person or entity responsible therefore to them or any security held by us or Company. This guarantee will not be discharged or affected by the death of the Guarantors, will bind all heirs, administrators, representatives and assigns and may be enforced by or for the benefit of any of our successors. Guarantor(s) understand that the inducement to us to accept this Company Application is consideration for the guaranty and that this guaranty remains in full force and effect even if the Guarantor(s) receive no additional benefit from the guaranty. The undersigned hereby directs any consumer reporting agency to furnish a consumer credit report that relates personally to the undersigned upon the request of Elavon or any of its designees, successors or assigns and agrees that all parties involved are in compliance with the Fair Credit Reporting Act.

Printed Name DON THURMOND

Signature



SSN# ***-**-0825

Date

9/19/2024

**Supplemental Plan of Operation
MT Everest Petro Inc. d/b/a Petro Mart**

To: Chairperson JoCasta Zamarripa, City of Milwaukee License Committee
Members of the City of Milwaukee License Committee
Aldersperson Sharlen Moore

Cc: James Cooney, Licensing Division Manager

From: Attorney Michael S. Maistelman

Date: January 13, 2026

Re: THAPA, Dipak, Agent for MT Everest Petro Inc.
Filling Station, Food Dealer, and Weights & Measures License Renewal
Petro Mart – 7002 W. Center Street, Milwaukee, WI
(Licenses Expiring January 31, 2026)

This supplemental submission is intended to be incorporated into the existing Plan of Operation for MT Everest Petro Inc. d/b/a Petro Mart. It directly addresses concerns raised by the License Committee, Aldersperson Moore, and neighborhood residents during the January 6, 2026, License Committee meeting.

Security, Safety, and Nuisance Mitigation Measures

1. Rodent Control

MT Everest Petro Inc. has contracted with Final Conflict Pest Management, a licensed pest-control provider to address rodent activity. Service commenced on January 12, 2026, and will continue on a regular maintenance schedule. See attached Final Conflict Pest Management contract.

2. Employee Training and Incident Response Protocols

Employees will receive formal training regarding appropriate responses to on-site issues, including loitering, trespassing, disorderly conduct, and criminal activity.

For loitering or trespassing, employees will request that the individual leave the premises and advise that police will be contacted if the individual refuses.

For serious or dangerous activity (including suspected drug use, weapons, violence, or threats), employees will immediately contact the Milwaukee Police Department (MPD).

3. Police Coordination

The business will maintain ongoing communication with MPD and will contact MPD whenever circumstances warrant police involvement, irrespective of whether an incident report (PA-33) may be generated.

4. Signage

Additional “No Loitering” and “No Trespassing” signage will be installed and maintained on the premises.

5. Property Maintenance and Cleanliness

Grass cutting and weed removal will occur weekly during the growing season. Dumpsters have been secured to prevent debris from escaping into the surrounding neighborhood. Dumpster service will occur at least once per week.

6. Litter Control

Staff will inspect and collect litter originating from the site and within the immediate public right-of-way three times daily:
Morning
Mid-day
Approximately one hour prior to closing

7. Lighting and Visibility

The business will install and maintain lighting fixtures designed to provide adequate illumination for security while minimizing impact on nearby residences. Additional lighting will be installed as recommended by MPD and/or a security consultant.

8. Ongoing Employee Oversight

Monthly employee meetings will be held to reinforce security procedures, cleanliness standards, and neighborhood-impact awareness.

9. Employee Screening

Prospective employees will be screened using publicly available CCAP records. Employment decisions will be made consistent with applicable law and business policies.

10. Neighborhood and Community Engagement

The business will exchange contact information with nearby neighbors to facilitate communication. Where available, the business will participate in local block watch, neighborhood association, and/or business association activities.

11. City and Police Notifications

The business will enroll in the City of Milwaukee’s E-Notify system for District Three to receive alerts and communications.

12. Public Safety Monitoring

The business will periodically request public records from MPD related to the property in order to monitor trends and proactively address issues.

13. Fuel Pump Operations:

The fuel pumps at the premises will not operate on a 24-hour basis. Gas pump operations

will be shut off at normal business closing hours as an operational measure intended to reduce late-night activity and minimize impacts on the surrounding neighborhood.

Owner Contact Information:

Dipak Thapa – (414) 628-5922. mteverestpetro@gmail.com



FINAL CONFLICT PEST MANAGEMENT

A company that does the job right the first time!

4107 W North Ave.
Milwaukee, WI 53208
(414)-731-6478 / (414)-616-1420
finalconflictpest@gmail.com
finalconflictpestmanagement.com

Invoice	
Complaint Received:	
Work Date:	1/12/26

Work Location: MJ Dieck
7002 W Center
Mills, WI
(414) 933-9026

Notes: PLANTS East side of building. (Howard)
I Will Treat Property in two weeks at NO charge, and if
Needed Retreatment in 30 days there will be a charge of \$65.00. Infestation
would be resolve then.

Target Pest	Last Service	License Number	*Price	Follow Up Price
<u>KOCS</u>		300635-CA	<u>\$350.00</u>	<u>\$65.00</u>

Resident Ready		Sanitation		Infestation	
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Vacant	<input type="checkbox"/> Excellent	<input type="checkbox"/> Fair	<input checked="" type="checkbox"/> Heavy	<input type="checkbox"/> No Visible Activity
<input checked="" type="checkbox"/> No	<input type="checkbox"/> No Key	<input checked="" type="checkbox"/> Good	<input type="checkbox"/> Poor	<input type="checkbox"/> Moderate	
<input type="checkbox"/> Partial	<input type="checkbox"/> Refused Service	<input checked="" type="checkbox"/> Average	<input type="checkbox"/> Very Poor	<input type="checkbox"/> Light	

Chemical/Service:	Amount/Usage:	Method:	Target Sites:
Contra Blox #12455-79	.005%		
ZP Tracking Powder #12455-16	10%		
Dual Choice Ant Bait #11540-20	.5%	92	
Avion Gel Bait #100-1484	.6%	91	
Vendetta Plus gel Bait/ Contains Nygard	.05%	91	
Bedlam Plus #1021-2569	.4%	94	
Final bait Blocks #12455-89	.05%	<u>94</u>	
NyGard #1021-1003	10%	<u>94</u>	<u>1, 14</u>
Gentrol		94	
InsectrinX #47000-103	10%	94	
D-Fense NXT #53883-415			
Suspend SC #432-763			
Demand Duo #100-1653			
Temprid FX #432-1544			
Fenva Star EcoCap #71532-28-91026			
Other: <u>Tracking powder</u>	<u>4oz</u>	<u>94</u>	<u>14</u>

Method: 91: Crack & Crevice, 92: Wall, 93: Ready to Use, 94: Spot, 95: Add to B/S, 96: Exterior Application
Target Sites: 1: Kitchen, 2: Living Room, 3: Bathroom, 4: Bedroom, 5: Den, 6: Dining Room, 7: Utility Room,
8: Basement, 9: Attic, 10: Crawlspace, 11: Outside, 12: Garage, 13: Other, 14: Burrows, 15: Between Walls

* Charges outstanding over 30 days from the date of service are subject to a 1.5% FINANCE CHARGE PER MONTH, or annual percentage rate of 18%. Customer agrees to pay accrued expenses in the event of collection.

I hereby acknowledge the satisfactory completion of all services rendered; and agree to pay the cost of service as specified above.

PLEASE PAY FROM THIS INVOICE

X _____
Customer Signature