



**CITY OF BROADVIEW HEIGHTS
RESOLUTION NO. 2025-77**

INTRODUCED BY MAYOR AND ENTIRE COUNCIL

**A RESOLUTION AUTHORIZING AND DIRECTING THE PAYMENT OF CERTAIN
CLAIMS (BILLS) FOR PROFESSIONAL AND OTHER SERVICES IN THE CITY OF
BROADVIEW HEIGHTS, AND DECLARING AN EMERGENCY**

WHEREAS, the City has been presented with invoices for professional and/or other services provided to the City.

WHEREFORE, Council wishes to provide payment for said services.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF BROADVIEW HEIGHTS, COUNTY OF CUYAHOGA AND STATE OF OHIO:

SECTION 1. The Director of Finance is hereby authorized and directed to issue his respective warrants for the following claims to wit:

For Supplies and Services May 20, 2024 \$ 9,774.35

The Osborn Engineering Company Engineering Services \$ 9,774.35

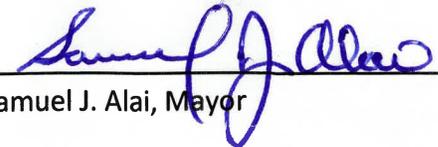
SECTION 2. The Council finds and determines that all formal actions of this Council relating to the adoption of this Ordinance have been taken at open meetings of this Council; and that deliberations of this Council and of its committees, resulting in such formal action, took place in meetings open to the public, in compliance with the statutory requirements including the requirements of Section 121.22 of the Ohio Revised Code.

SECTION 3. This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, peace, safety and welfare for the further reason that said invoice is due and owing, and provided it receives the affirmative vote of five (5) or more of the members of Council and signature of the Mayor; otherwise it shall take effect and be in force from and after the earliest period allowed by law.

Passed and Adopted by the Council on this 12th day of May, 2025



Robert Boldt, President of Council

 May 12, 2025

Samuel J. Alai, Mayor Date

Robin Parsons

Attest: Robin Parsons, Clerk of Council

May 12, 2025

Date

**City of Broadview Heights
Interoffice Memorandum**

To: Members of Council
From: David A. Pfaff, Finance Director
Date: April 21, 2025
Re: Bills Resolution



In the event the City incurs an expense in excess of \$3,000.00 without the funds being previously encumbered, I am required to present the invoice(s) to Council for approval along with my certification that the funds were available and lawfully appropriated at the time the expense was incurred.

In September of 2024 Council adopted Resolution No. 2024-121 authorizing an agreement between Rush Truck Center (Rush) and the City. Subsequent to those repairs being made the City was continuing to have issues with the vehicle. During that time the City was in discussions with both Rush and Cummins, the engine manufacturer. During that time Rush also had a technician coming to the Service Department to diagnose the vehicle. Cummins recommended that the City replace a Cylinder Head and Turbo which we did in house. The vehicle was ultimately placed back in service in February of 2025.

Then we received an invoice from Rush Truck Center for \$12,116.97, the majority of which was for the labor of the technician coming out to the City. This invoice was then reduced to \$8,665.86. At that time, I refused payment, as we were not previously advised there would be a charge for this, therefore no purchase order was issued to encumber the funds. Today there was a meeting with representatives of Rush and the Service Department that resulted in the invoice being reduced to \$7,217.11, which the Service Department has agreed is acceptable.

Based on the meeting today, there appears to have been a misunderstanding as to what, if anything, that needed done would be covered by warranty. Also, at the time Rush found out that the issue was not covered by the warranty, they claimed they emailed a quote to the Service Department, however it was either not received or overlooked.

Therefore, since the funds for this were not encumbered, Council approval is required to pay this invoice.

Please let me know if you have any questions.

cc: Sam Alai, Mayor



RUSH TRUCK CENTER, CLEVELAND
 INTERNATIONAL
 12970 SNOW RD.
 PO Box :
 PARMA OH 44130-1007 US
 440-482-4000
 *** www.rushtruckcenters.com ***

INVOICE DATE	
04/21/2025 12:33:01CST	
INVOICE NUMBER	
CUSTOMER NO.	BRANCH
204802	2405
PAGE: 2 of 8	

SOLD TO :
 CITY OF BROADVIEW HTS
 9543 BROADVIEW RD
 BROADVIEW HEIGHTS OH
 44147-2300 US

For Customer Review

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 12970 SNOW RD.
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CUSTOMER-PO	Order No.	MAIN-NUMBER	CUSTOMER-ADVISOR	SALES REP
13	46326214	440-526-3786	124327-Cody Lucas	

reaching 700+ degrees, after regeneration, attempted to perform air handling performance test again, test would not start due to ambient air temperature too high or too low, drove unit around the block to help unit cool off, in less than a half mile, DPF differential pressure was back to moderately severe, performed regeneration again, DOC temperatures reached 755°, got codes to go, inactive, performed injector performance test, test passed, verified ECM calibration, up-to-date, attempted to perform air handling performance test again, test ran and returned "Exhaust manifold leak detected" inspected exhaust system, and EGR system, minuscule leak found at EGR valve, will be fixed, but so small it would not cause a problem at this time, will return to further diagnose high DOC temperatures and DPF soot packing

Return to unit this morning, removed intake, manifold pressure sensor to check for plugging, sensor was not plugged, per next step in air handling performance test will not start, removed valve cover to inspect overhead adjustment, no issues found put unit back together, repaired EGR crossover tube gasket leak, performed another air handling performance test, test performed and passed, performed regeneration, regeneration completed after two hours took unit for road test, eight minutes into road test truck set fault code 1922 for DPF differential pressure most severe, took unit back to shop removed DOC inlet clamp performed snap acceleration test, no excessive hazing or smoking during snap acceleration, no hazing at idle, snap

SUBTOTAL	TAX STATUS/STATE	SALES TAX	PLEASE PAY (USD)

Customer or Customer's Agent X *Smiff Alaw*

PAYMENTS ARE DUE ON OR BEFORE THE 15TH OF THE MONTH. ACCOUNTS WILL BE CONSIDERED PAST DUE BY THE 25TH OF EACH MONTH. NO GOODS WILL BE PROCESSED IF PAYMENT IS NOT RECEIVED BY THE 25TH.

TERMS
 Net 10 days



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13	46326214	440-526-3786	124327-Cody Lucas	

acceleration test appeared normal, DOC and DPF need removed for inspection, but are too hot to handle safely at this time, will return in the morning to remove to take to shop and test with machine
 Got back to unit with clean DPF and DOC, reinstall DPF and DOC, reset DPF and DOC, performed regeneration, road tested unit for 45 minutes, by the end of the road test unit had set all faults for DPF differential pressure again, a case file needs opened with Cummins for technical support, currently do not have access to guidance, emailed Cummins for access
 Return to unit opened a guidance case file with Cummins, called Cummins, Cummins stated to record a snapshot key on engine off and running a regeneration, then submit the snapshot to the case file and call back, will return in the morning
 Recorded regeneration snapshot, called Cummins, Cummins reviewed snapshot and asked to record a snapshot of a road test, performed road test and snapshot, soot load gradually rose to 2.0 ounces, then snapped to 3.8 ounces instantly and set DPF differential pressure most severe, sent snapshot to Cummins, Cummins reviewed snapshot and asked to overlay DPF differential pressure, signal wires, ordered parts
 Wired in DPF differential pressure overlays on the signal wires for the DPF differential pressure and outlet pressure sensor, performed regeneration, performed road test while recording, after 45 minutes of road testing unit set all faults again, called Cummins and uploaded

SUBTOTAL	TAX STATUS/STATE	SALES TAX	PLEASE PAY (USD)

Customer or Customer's Agent X *Sum J Allee*

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204802	2405
PAGE: 4 of 8	

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13	46326214	440-526-3786	124327-Cody Lucas	

road test, Cummins advised to perform injector performance test again, air handling performance test again, and that case file was being escalated to level three, started regeneration, will perform tests when complete

Returned to unit after regen, performed air handling performance test, test failed again for exhaust manifold leak detected, performed injector performance test and test passed, uploaded results and called cummins, cummins escalated case to level 3, spoke with level three and with all things considered, they wanted 3 videos of the open downpipe brake boosting the unit at full throttle, removed DOC inlet clamp and rotated downpipe away from DOC, brake boosted unit, unit smokes considerably until turbo reaches full boost (level 3 was not concerned), once turbo reaches full boost, there is a consistent haze flowing from the exhaust with an intermittent random puff of smoke as if one or more injectors are randomly over fueling during its injection cycle (can be seen in videos attached to case file, level 3 is concerned about this portion). Level 3 advised they would make an email of points to check over one last time before diving into possible compression test, leak down test, and possible injector replacement, waiting for email to continue

Reviewed email from cummins, ordered gaskets for components that will be removed. Cummins wants to verify EGR system is clean by removing components and cleaning/inspecting then move into compression and leak down testing before replacing injectors

SUBTOTAL	TAX STATUS/STATE	SALES TAX	PLEASE PAY (USD)

Customer or Customer's Agent X

[Handwritten Signature]

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TERMS
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INVOICE DATE
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 INVOICE NUMBER
 CUSTOMER NO. 204802 BRANCH 2405
 PAGE: 6 of 8

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13	46326214	440-526-3786	124327-Cody Lucas	

LABOR SUBTOTAL: 6370.00
 PARTS SUBTOTAL: 142.41
 MISC SUBTOTAL.: 0.00
 COUPON SUBTOTAL.:
 SHIP SUBTOTAL...: 0.00
 EPA SUBTOTAL...: 4.00
 SHOP SUBTOTAL.: 700.70
 MACH SUBTOTAL.: 0.00
 ACCRUED VALUE...:
 CANCELLATION
 JOB SUBTOTAL...: 7217.11

Employee(s) on above job : ,00124327

 INTERSTATE BILLING SERVICE NUMBER : R605785 AUTHORIZATION:

REMIT TO:

INTERSTATE BILLING SERVICE, INC

P.O. BOX 2208
 DECATUR AL 35609-2208
 US

SUBTOTAL TAX STATUS/STATE SALES TAX PLEASE PAY (USD)

Customer or Customer's Agent X

Samuel J. Albee

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** CONTINUED **



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13	46326214	440-526-3786	124327-Cody Lucas	

*TOTAL LABOR:	6370.00
*TOTAL PARTS:	142.41
*TOTAL MISC.:	0.00
*TOTAL COUPON.:	0.00
*TOTAL SHIP:	0.00
*TOTAL EPA. .:	4.00
*TOTAL SHOP.:	700.70
*TOTAL MACH.:	0.00
*TOTAL CANCEL:	0.00
*TOTAL ACCRUED:	0.00
*TOTAL INV. .:	7217.11

SUBTOTAL	TAX STATUS/STATE	SALES TAX	PLEASE PAY (USD)

Customer or Customer's Agent X *[Signature]*

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13	46326214	440-526-3786	124327-Cody Lucas	

CUSTOMER AGREEMENT

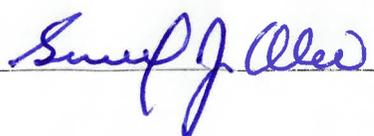
Authorization; Charges. I represent that I (herein, "CUSTOMER") am the owner, or am acting as a duly authorized agent of and have authority to bind, the owner of the above-described vehicle (the "Vehicle"). I hereby authorize the necessary diagnostic/repair work to be done along with the necessary parts and material. I understand that any estimates are based on your preliminary inspection and do not cover any additional parts/labor that may be required after the work has been started. Occasionally, worn or damaged parts are discovered that may not be evident on the first inspection. Because of this, estimated prices are not guaranteed. Quotations on parts and labor are current and subject to change. I promise to pay for any applicable diagnostic, disassembly and reassembly services and repair work, together with all charges for any necessary repairs (collectively, the "CHARGES"), and I understand that you will have a lien on the Vehicle in the event I fail to pay the CHARGES when due. I understand that all CHARGES are due and payable by me at the RTL location indicated above. I understand that the work performed by you may not be covered by warranty and that the manufacturer or warranty company will be the one to make the final determination as to what work will be covered by warranty. I agree to pay any CHARGES that are not covered by a warranty, if any.

Disclaimer of Warranties; Returns/Refunds. ANY WARRANTIES ON THE PRODUCTS SOLD HEREBY ARE THOSE MADE BY THE MANUFACTURER. THE RUSH TRUCK CENTER OR RUSH TRUCK LEASING FACILITY LISTED ABOVE ("DEALER") HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IN CONNECTION WITH THE PRODUCTS OR SERVICES SOLD HEREBY. DEALER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF SAID PRODUCTS OR SERVICES. ALL CLAIMS AND RETURNED GOODS MUST BE ACCOMPANIED BY THIS DOCUMENT. NO REFUNDS AFTER 30 DAYS. ELECTRICAL PARTS ARE NOT RETURNABLE.

Miscellaneous. Replaced parts will not be returned to CUSTOMER unless requested in writing by CUSTOMER at the time of repair. I agree that you are not responsible for loss or damage to (i) the Vehicle, (ii) articles left in the Vehicle or (iii) trailers (and cargo contained in trailers), whether such trailers are attached to or detached from the Vehicle, in case of fire, theft or any other cause beyond your control. I agree you are not responsible for any delays in repairs or any downtime, including without limitation delays or downtime caused by the unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you and/or your employees permission to operate the Vehicle on streets, highways or elsewhere for the purpose of testing, inspection and/or delivery.

CUSTOMER Signature:  Date: 5/12/25

SUBTOTAL	TAX STATUS/STATE	SALES TAX	PLEASE PAY (USD)
7217.11	EXEMPT/OH	0.00	7217.11

Customer or Customer's Agent X 

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TERMS
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