

Date of Meeting: January 2, 2013

**BOARD OF SUPERVISORS
ACTION ITEM**

#13

SUBJECT: ASHBURN VILLAGE BOULEVARD INTERCHANGE DESIGN

ELECTION DISTRICTS: Algonkian, Ashburn and Broad Run

CRITICAL ACTION DATE: At the pleasure of the Board

STAFF CONTACTS: Jack Roberts, County Attorney
Terrie Laycock, Office of Transportation Services

BACKGROUND: This item addresses the proposed resolution of a dispute between the County and the developer of a tract in Ashburn Village concerning the design of the Ashburn Village Boulevard/Route 7 Interchange to be constructed by the developer of One Loudoun Center. The dispute arose as a result of a conceptual design decision by the Board in 2007 and the implication of that design on the amount of right-of-way to be dedicated pursuant to a proffer associated with the Ashburn Village development. The Ashburn Village property is 73.5 acres located at the southwest quadrant of the proposed interchange. The property is currently owned by the B.F. Saul Real Estate Investment Trust.

The County rezoned the Ashburn Village property in 1986. One of the proffers contemplated a future interchange at Route 7 and Ashburn Village Boulevard and required that the developer would dedicate up to 16 acres of right-of-way for that interchange. In 2007, the Board approved One Loudoun Center, including a proffer to design and construct the Ashburn Village Boulevard/Route 7 Interchange. As part of that design process, conceptual alternatives were presented to the Board. On June 5, 2007, the Board recommended a design that requires 9.73 acres from the Ashburn Village property. The Ashburn Village owner disputed that decision and sought a design that requires less right-of-way and better accommodates access to its property from Ashburn Village Boulevard.

One Loudoun Center proceeded with its design of the interchange consistent with the conceptual approval. At the same time, Ashburn Village, the County and One Loudoun Center representatives explored alternatives. To address its concerns, the Ashburn Village owner prepared an alternative 25% design plan that compresses the interchange ramps and provides more distance between the ramps and the existing light at Ashbrook Commons on Ashburn Village Boulevard, in order to accommodate a full-movement intersection. VDOT has indicated that both design options are acceptable. The Attachment shows the conceptual design changes proposed by Ashburn Village, overlaid on the design approved by the Board in 2007.

Ashburn Village believes that its alternative will be less costly; however, a good cost comparison is needed. One Loudoun has indicated it requires at least a 60% design plan to prepare a reliable construction cost estimate comparing the two designs. Dewberry, the engineer under contract to One Loudoun, has indicated it will cost \$406,500 to prepare the full design plans showing the changes requested by Ashburn Village. For the 60% plan, the cost is \$216,500.

Proposed Resolution

Representatives of the parties have proposed the following agreement on the design and construction of the interchange:

1. The County would proceed with a 60% design plan showing the changes proposed by Ashburn Village, at a cost of \$179,140. The County would use Dewberry, the engineer of record on the approved plans.
2. Ashburn Village Development would fund \$100,000, and the County would fund \$79,140.
3. The engineer would prepare an estimate comparing the cost of the original plan to that of the revised plan. If the estimated cost for the revised plan is equal or less than the estimated cost of the original plan, the parties would move forward to a 100% design plan at an additional cost of \$183,000, to be funded by the County.
4. Ashburn Village would dedicate the necessary right-of-way for the revised interchange plan.
5. One Loudoun would follow the revised plans in the performance of its proffer obligations concerning the construction of the interchange.
6. If the estimated construction cost of the revised plan exceeds that of the current approved plan, the parties would consult further. Under this agreement, however, the County and One Loudoun would be under no obligation to construct the interchange under the revised plans at a greater cost than the currently approved plans.

The County's share of the cost for the design work would be paid from a cash proffer from the Ashbrook development held by the County.

DRAFT MOTION: I move that the Board of Supervisors:

1. Authorize the County Administrator or his designee to enter into an agreement with B.F. Saul Real Estate Investment Trust and One Loudoun Holdings LLC, or their successors in interest, incorporating the terms set out in this Action Item, and in a form approved by the County Attorney; and
2. Approve Budget Adjustment # 131876 to allocate, transfer and appropriate \$262,140 in proffer funds from ZMAP 1994-0012 (Ashbrook) to fund the County's participation in the design revisions for the Ashburn Village Interchange under that agreement.

Attachment: Proposed Conceptual Design Revisions, Ashburn Village Boulevard Interchange

59.21 AC
 239' x 104'



VA STATE GRID NORTH

SHEET	
1	
OF	
1	
No.	DESCRIPTION
REVISIONS	

RECOMMENDED INTERCHANGE MODIFICATIONS
ROUTE 7 / ASHBURN VILLAGE INTERCHANGE

PLAN DATE
 DATE: 10/20/2010
 CONTROL NO.: 100
 SCALE: 1" = 100'

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