

SUPREME COURT OF GEORGIA

Coweta County v. City of Senoia, 275 Ga. 707

573 S.E.2d 21 (2002) · No. No. S02A0959 · Decided November 12, 2002

SUMMARY

The Supreme Court of Georgia affirmed a trial court judgment concerning an agreement between Coweta County and the City of Senoia regarding conditions imposed on annexation. The court held that the parties formed an agreement, that the agreed 1.6-acre requirement did not apply where a permanently undevelopable buffer—not developed lots—occupied the common boundary, and that the County failed to preserve its challenges to the legality of the annexation for appeal.

CASE DETAILS

COURT	Supreme Court of Georgia
WRITING FOR THE COURT	Benham, Justice
JURISDICTION	Georgia
DECIDED	November 12, 2002
DOCKET	No. S02A0959
DISPOSITION	affirmed
PROCEDURAL POSTURE	Coweta County appealed from a nonjury trial judgment rejecting its claims for declaratory judgment, mandamus, and injunctive relief concerning the City of Senoia's annexation and development plat.
STANDARD OF REVIEW	The Supreme Court would not disturb factual findings supported by the evidence and reviewed the agreement's application according to its language, the evidence, and logic. Issues not raised in the trial court were not considered for the first time on appeal.
PRECEDENTIAL VALUE	Published opinion of the Supreme Court of Georgia; precedential.
PARTIES	Coweta County v. City of Senoia, Classic Community Development, LLC

TOPICS

- municipal law
- contracts
- ordinances
- appellate procedure
- zoning

PRACTICE AREAS

QUESTIONS PRESENTED

1. Whether the County and City formed an agreement concerning the conditions of annexation despite the City's failure to respond in writing to a planning director's request.
2. Whether the City's plat complied with the mitigative measure requiring all lots developed along the common boundary to have a minimum size of 1.6 acres.
3. Whether the County followed the non-agreement procedures in the parties' Memorandum of Agreement.
4. Whether the City's annexation was illegal because the City allegedly failed to comply with its own ordinances and the Georgia Zoning Procedures Law when those claims were not raised in the trial court.

HOLDINGS

1. The trial court correctly found that the County and City entered into an agreement concerning the annexation conditions; a written response to the County planning director was not a required term of the agreement because the county commission did not impose that requirement.
2. The plat complied with the mitigative measure because it contained no developed lots on the City-County boundary, and the measure applied only to lots developed on that boundary.
3. The trial court correctly found that the County did not follow the non-agreement procedures in the Memorandum of Agreement.
4. The issue was not properly before the Supreme Court because the County did not raise the claims in its pleadings or pretrial order and the trial court did not consider them.

KEY QUOTATIONS

“The agreement in question was between the two governments, the County and the City, not between the City and the County's planning director.” (275 Ga. at 708; 573 S.E.2d at 22)

“The County's proposed construction of the mitigative measure requires that one of two words be ignored.” (275 Ga. at 709; 573 S.E.2d at 23)

“Issues never raised at trial will not be considered for the first time on appeal.” (275 Ga. at 709; 573 S.E.2d at 23)

FACTUAL BACKGROUND

The City of Senoia sought to annex part of Coweta County, and the County approved the annexation subject to four mitigative measures, including single-family use, municipal water and sewer service, minimum 1.6-acre lots along the common boundary, and County review of preliminary plats. The City's proposed plat showed a 50-foot undeveloped buffer along the County boundary rather than developed 1.6-acre lots. The County objected, but the City council approved the plat.

PROCEDURAL HISTORY

Senoia annexed a portion of Coweta County subject to four mitigative measures. After the City approved a development plat containing a 50-foot undeveloped boundary buffer rather than 1.6-acre lots along the boundary, the County filed suit, and the developer intervened. Following a bifurcated nonjury trial, the trial court found that the County and City had an agreement, that the agreement was unambiguous, that the County had not followed the applicable non-agreement procedures, and that the plat complied with the agreement. The Supreme Court of Georgia affirmed.

DISPOSITION

affirmed

CASES CITED

- *Ovrevik v. Ovrevik*, 254 Ga. App. 756(1), 564 S.E.2d 8 (2002)
- *Horwitz v. Weil*, 275 Ga. 467, 468, 569 S.E.2d 515 (2002)
- *Hammond v. Paul*, 249 Ga. 241(1), 290 S.E.2d 54 (1982)
- *Higdon v. City of Senoia*, 273 Ga. 83, 538 S.E.2d 39 (2000)