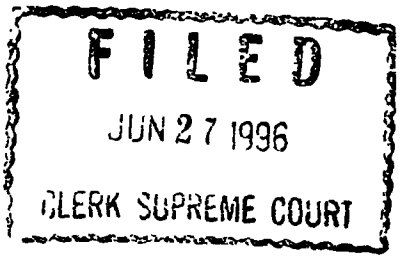
IN THE COURT OF APPEALS OF IOWA



No. 6-065 / 94-2140

IN RE THE MARRIAGE OF PATRICK J. FOX AND ANGELA K. FOX

Upon the Petition of
PATRICK J. FOX,

Petitioner-Appellee,

And Concerning
ANGELA K. FOX,

Respondent-Appellant.

Appeal from the Iowa District Court for Humboldt County, Kurt L. Wilke, Judge.

Angela Fox appeals from a modification of the parties' dissolution decree.

AFFIRMED.

Gregg A. Buchanan of Buchanan, Buchanan, Bibler, Buchanan & Handsaker, Algona, for appellant.

Amy S. Beattie of Brick, Gentry, Bowers, Swartz, Stoltze, Schuling & Levis, P.C., Des Moines, for appellee.

Considered by Cady, P.J., Huitink, J., and Hayden, S.J.*

*Senior judge from the Iowa Court of Appeals serving on this court by order of the Iowa Supreme Court.

PER CURIAM

This is an appeal by a wife claiming the district court should not have modified the parties' dissolution decree to reduce the husband's child support obligation. We affirm on appeal by memorandum opinion pursuant to Iowa Supreme Court Rule 9.

Patrick and Angela Fox were divorced on August 31, 1993. The dissolution decree incorporated the parties' stipulation. The parties were granted joint legal custody of their two children, with Angela having primary physical care. Patrick agreed to pay child support of $600 per month and to provide health insurance for the children. At the time of the decree Patrick was employed by Hyzer Brokerage Company, where he earned $25,000, and he had net monthly income of about $1,498. It is not clear if Angela was employed at that time.

On May 11, 1994, Patrick filed an application to modify the parties' dissolution decree on the issues of visitation expenses, child support, and health insurance. Since the decree, Patrick had quit his job at Hyzer and had become the general manager of Foxy's Gourmet Frozen Custard & Deli. His income was reduced to $15,000 and had net monthly income of $1,027. Angela was employed at Boatmen's Bank in Algona, where she earned $13,490, and had net monthly income of $936.

The district court determined that although Patrick's income was reduced, his earning capacity remained the same. The court found that using Patrick's net monthly income of $1,498, and considering Angela's income, his obligation should be $460

per month under the child support guidelines. The court determined it was inequitable to require him to pay more. The court also ordered Angela to provide health insurance for the children because such insurance was no longer available to Patrick through his employer. Patrick must pay Angela one-half of the cost of this insurance. The court refused to modify the visitation expense provisions. Angela has appealed.

I. Angela contends it was improper for the court to reduce Patrick's child support obligation because there had not been a substantial change in circumstances. Iowa Code section 598.21(9) provides that a substantial change in circumstances exists when the court order for child support varies by ten percent or more from the amount which would be due pursuant to the most current child support guidelines. We find there has been a substantial change in circumstances under section 598.21(9). Under the most current guidelines, Patrick's child support obligation would be $460 per month. We affirm the modification of child support to this amount.

II. Angela claims the court should have required Patrick to reimburse her for the full amount she is required to pay to include the children under her employer's health insurance. Angela must pay $50 per month to provide coverage for the children. She points out Patrick voluntarily quit his job which provided free health insurance for the children. We agree with the district court that each party should pay one-half of the amount to insure the children, or $25 per month.

III. Angela claims the district court abused its discretion in not requiring Patrick to pay her trial attorney fees. Iowa trial courts have considerable discretion in awarding attorney fees. *In re Marriage of Hunt,* 476 N.W.2d 99, 103 (Iowa App. 1991). We find no abuse of discretion under the facts of the present case.

IV. Angela also seeks attorney fees for this appeal. We determine each party should pay his or her own attorney fees for the appeal.

We affirm the district court on each issue raised in this appeal. Costs of the appeal are assessed to Angela.

AFFIRMED.