IN THE COURT OF APPEALS OF IOWA

FILED
JUN 27 1996
CLERK SUPREME COURT

No. 6-022 / 95-0333

CHRISTA JOE BRADLEY,

Petitioner-Appellee,

vs.

TOM LEE KYARSGAARD,

Respondent-Appellant.

Appeal from the Iowa District Court for Clinton County, David E. Schoenthaler, Judge.

The respondent appeals a district court ruling granting plaintiff's application for enforcement of a settlement agreement and judgment establishing paternity and child support. **AFFIRMED.**

James L. Pillers of Pillers, Pillers & Zimmerman, P.C., Clinton, for appellant.

Robert McGee, Clinton, for appellee.

Considered by Huitink, P.J., Streit, J., and McCartney, S.J.*

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

PER CURIAM

This is an appeal by a father claiming the district court should not have granted plaintiff's motion to enforce a settlement agreement. The court entered an order establishing paternity and the father's child support obligation under the terms of the agreement. We affirm on appeal by memorandum opinion pursuant to Iowa Supreme Court Rule 9.

Christa Bradley and Tom Kyarsgaard are the parents of Seth, born on May 20, 1994. Christa filed a petition pursuant to Iowa Code chapter 600B to establish paternity and child support. Christa is employed at Atwood Industries, Inc., where she has annual income of $12,979, and net monthly income of $689. Tom is employed at Commonwealth Edison Company. His annual base pay is $45,094. He also receives overtime pay.

At a settlement conference attended by Christa, her attorney, and Tom's attorney, the parties entered into an agreement that Tom would admit to paternity and would pay child support. In a motion to enforce the settlement agreement, Christa alleged the parties had also agreed Tom's total annual income was $60,000 and that he would pay child support of $542 per month. The district court granted the motion, and entered an order establishing paternity and requiring Tom to pay child support of $542 per month.

Tom now appeals. He claims the district court erred in granting the motion to enforce the settlement agreement because the parties never actually agreed to the

amount of his overtime income or the amount he would pay in child support. He contends that no contract was created at the settlement conference, and thus, there was no agreement to enforce.

In effect, Tom is arguing there was insufficient evidence before the district court to allow it to enforce the settlement agreement. No record was made of the hearing on the motion, and no statement of the proceedings pursuant to Iowa Rule of Appellate Procedure 10(c) was submitted. We have previously held an appellate court is unable to review a claim of insufficient evidence without an opportunity to consider all the evidence which was presented before the trial court. *Wende v. Orv Rocker Ford Lincoln Mercury, Inc.*, 530 N.W.2d 92, 95 (Iowa App. 1995). The appellant has the burden to provide an adequate record. *Id.* In these circumstances we can only review the district court's legal determinations. *Id.*

District courts have authority to enforce settlement agreements. *Strong v. Rothamel*, 523 N.W.2d 597, 600 (Iowa App. 1994). However, an agreement concerning child support will be enforced only if the agreement does not adversely affect the best interests of the child. *In re Marriage of Zeliadt*, 390 N.W.2d 117, 119 (Iowa 1986). We find the settlement agreement does not adversely affect Seth because it requires Tom to pay child support in accordance with the child support guidelines.

We affirm the decision of the district court on each issue raised in this appeal. Christa has requested attorney fees for this appeal. We order Tom to pay $500

towards Christa's attorney fees for this appeal. Costs of this appeal are assessed to Tom.

AFFIRMED.