IN THE COURT OF APPEALS OF IOWA

No. 0-883 / 10-0593
Filed February 9, 2011

SH DEVELOPMENT L.L.C.,
Plaintiff-Appellant,

vs.

McANINCH CORPORATION and
McCLURE ENGINEERING COMPANY,
Defendants-Appellees.

Appeal from the Iowa District Court for Polk County, D.J. Stovall, Judge.

Plaintiff appeals the district court ruling denying the plaintiff's application to vacate and confirming an arbitration award in favor of the defendants. **AFFIRMED.**

Lawrence P. McLellan, Louis R. Hockenberg, and Samantha J. Gronewald, West Des Moines, for appellant.

Jeffrey D. Stone of Whitfield & Eddy, P.L.C., West Des Moines, for appellee McAninch Corporation.

Joseph A. Happe of Huber, Book, Cortese, Happe & Lanz, West Des Moines, and Bernard L. Spaeth, Jr. of Whitfield & Eddy, P.L.C., West Des Moines, for appellee McClure Engineering Company.

Heard by Vogel, P.J., and Doyle and Tabor, JJ

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DOYLE, J.

Plaintiff SH Development L.L.C. appeals the district court ruling denying the plaintiff's application to vacate and confirming an arbitration award in favor of the defendants McAninch Corporation and McClure Engineering Company. Plaintiff contends the district court erred in finding the arbitrator's award (1) did not exceed the arbitrator's power and authority and (2) was supported by substantial evidence.

A party may appeal from an order confirming an arbitration award. Iowa Code § 679A.17(1)(c) (2009). Our review is for correction of errors at law. *Ales v. Anderson, Gabelmann, Lower & Whitlow, P.C.*, 728 N.W.2d 832, 838-39 (Iowa 2007). However, judicial review of arbitration awards is very limited. *Humphreys v. Joe Johnston Law Firm, P.C.*, 491 N.W.2d 513, 514-15 (Iowa 1992). "Our function is not to determine whether the arbitrator has correctly resolved the grievance." *Ales*, 728 N.W.2d at 839. "As long as an arbitrator's award does not violate one of the provisions of sections 679A.12(1), we will not correct errors of fact or law." *Id*.

In April 2006, Soil and Water Conservation Society's office building sustained flood damage. Seeking recovery of its damages, it filed suit against SH, owner of the Siena Hills residential development under construction adjacent to Soil and Water's property. Soil and Water alleged the storm water retention basin located within SH's development failed to adequately retain water and sediment, causing flooding of Soil and Water's property. SH filed a cross-claim against McAninch, with whom it had contracted to build the development's sewer systems and water main. SH filed a separate action against McClure

Engineering, with whom it had contracted for certain services with respect to the development. Ultimately SH, McAninch, and McClure settled with Soil and Water. SH, McAninch, and McClure agreed to arbitrate the allocation of percentage of responsibility of the settlement, and the issues in the second lawsuit.

During the three-day hearing before the arbitrator, the parties were given a full opportunity to present evidence and other testimony in support of their respective positions. Among other things, the arbitrator found McAninch and McClure to be the prevailing parties and allocated to SH sole responsibility for payment of the agreed settlement. SH applied to the district court to vacate the arbitration award. After a hearing, the district court denied SH's application. Supplemental rulings followed.

At issue is the interpretation of several contracts entered into between the parties. SH argues the arbitrator exceeded his power in failing to address the subject contracts and obligations that flowed therefrom, and failed to provided a "reasoned" opinion as requested by the parties. Further, SH argues the arbitrator's findings were not supported by substantial evidence. SH claims the district court erred in failing to vacate the award under section 679A.12(1)(c) or (f).

We have thoroughly and carefully reviewed the briefs and the record in this case. In his interim award, the arbitrator specifically referenced the contracts in question and addressed the pertinent obligations that flowed therefrom. The path to the arbitrator's conclusion, that McAninch's and McClure's work was timely and competent, is short but adequately grounded in explanation and

logic.[1] The arbitrator found SH's claims against McClure in the second case, with exceptions, to be unsupported by the evidence. Although brief, we find the arbitrator's opinion to be sufficiently reasoned. Brevity alone does not warrant an automatic vacatur. Furthermore, there was no showing the arbitrator exceeded his powers, and substantial evidence on the record as a whole supports the awards. Consequently, the district court committed no error in affirming the arbitrator's interim and final awards.

We find the district court's rulings in the case to be thorough, well-reasoned, and fully supported by the record. We adopt its reasoning as our own and for all the reasons stated therein, we affirm the rulings of the district court. *See* Iowa Ct. R. 21.29(1)(*d*) (2009).

AFFIRMED.

[1] Ordinarily no explanation of the award is required in arbitration proceedings. *Reicks v. Farmers Commodities Corp.*, 474 N.W.2d 809, 811 (Iowa 1991). Here the parties asked for a "reasoned" opinion from the arbitrator.