IN THE COURT OF APPEALS OF IOWA

No. 8-226 / 07-0717
Filed May 14, 2008

FRED R. BENTON,
Plaintiff-Appellant,

vs.

SIOUX CITY COMMUNITY SCHOOL DISTRICT BOARD OF EDUCATION,
Defendant-Appellee.

Appeal from the Iowa District Court for Woodbury County, Michael S. Walsh, Judge.

The plaintiff appeals from the order granting summary judgment against and dismissing his action to set aside a lease between the Sioux City School Board and Morningside College. **AFFIRMED.**

Fred Benton, Sioux City, pro se.

Sharese Manker of Klass Law Firm, Sioux City, for appellee.

Considered by Sackett, C.J., and Vogel and Vaitheswaran, JJ.

VOGEL, J.

This litigation arises out of a lease that was executed by the Sioux City Community School District Board of Education (Board) and Morningside College whereby the Board leased its football stadium, Roberts Stadium, to Morningside for a ninety-nine-year term. Plaintiff, Fred Benton, filed an action alleging among other things violations of the Open Meetings Law and the Establishment Clause. Benton appeals from the order granting summary judgment against and dismissing his action to set aside the lease.

We review rulings on motions for summary judgment for correction of errors at law. *Otterberg v. Farm Bureau Mut. Ins. Co.*, 696 N.W.2d 24, 27 (Iowa 2005). A motion for summary judgment should be granted when there is no genuine issue of material fact for trial, and the movant is entitled to judgment as a matter of law. Iowa R. Civ. P. 1.981(3).

The district court entered a well-reasoned and comprehensive ruling. In particular, it held that, because the meetings in question were purely ministerial and informational in nature, no "meeting" had occurred as that term is contemplated in Iowa Code section 21.2(2) (2007). It further concluded that Benton did not have standing to assert the Establishment Clause violation. *See* U.S. Const. amend. I; *Valley Forge Christian Coll. v. Ams. United for Separation of Church & State, Inc.*, 454 U.S. 464, 473, 102 S. Ct. 752, 759, 70 L. Ed. 2d 700, 709 (1982). Our review convinced us the court appropriately concluded no genuine issue of material fact remained on any of Benton's claims and that it

correctly entered summary judgment on them.[1] We therefore affirm the order of the district court.

AFFIRMED.

[1] We do not address all other issues raised on appeal that were neither part of the district court record nor ruled upon. *Meier v Senecaut*, 641 N.W.2d 532, 537 (Iowa 2002).