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STATE OF FLORIDA  
COMMISSION ON ETHICS

RECEIVED

IN RE: DALE L. MARTIN

COMPLAINT NO.: 25-152

Respondent,

\_\_\_\_\_ /

**RESPONDENT'S RESPONSE TO REPORT OF INVESTIGATION**

COMES NOW Respondent, Dale L. Martin, by and through his undersigned counsel and responds to the Report of Investigation in the above-captioned matter as follows:

1. The Report of Investigation relates to a complaint filed by Midori Imhoof ("Complainant") in which she alleges that Respondent used his position to improperly benefit a company, Ocean Palms Golf Club, LLC, the current leasehold of a golf course owned by the City of Flagler Beach ("the City"). Complainant alleges that Respondent "secretly" corresponded with the company, and passed information to the company, regarding an upcoming sale of the golf course without simultaneously informing the public of the possibility of such a sale, thereby placing the company in an advantageous position.

2. The Executive Director of the Commission on Ethics found the allegations sufficient to warrant a preliminary investigation to determine whether the Respondent's actions violated Florida Statute §§ 112.313(6) or 112.313(8), the relevant portions of which provide as follows:

(6) MISUSE OF PUBLIC POSITION.—No public officer, employee of an agency, or local government attorney shall corruptly use or attempt to use his or her official position or any property or resource which may be within his or her trust, or perform his or her official duties, to secure a

special privilege, benefit, or exemption for himself, herself, or others. . .

...

(8) DISCLOSURE OR USE OF CERTAIN INFORMATION.—A current or former public officer, employee of an agency, or local government attorney may not disclose or use information not available to members of the general public and gained by reason of his or her official position, except for information relating exclusively to governmental practices, for his or her personal gain or benefit or for the personal gain or benefit of any other person or business entity.

3. The Commission on Ethics conducted a thorough investigation and on October 24, 2025, the Report of Investigation was released by the Executive Director.

4. On July 23, 2025, the Executive Director issued the Determination of Investigative Jurisdiction and Order to Investigate, in which the Executive Director points to four emails that “indicate the Respondent was communicating and providing information to the leaseholder’s representative about the sale of the golf course, while the public and other City officers were not aware of any plans to sell.”

**I. RESPONDENT DID NOT MISUSE HIS PUBLIC POSITION.**

The evidence contained in the Investigative Report clearly establishes that City officials and the public, including the Complainant and her husband, Mark Imhoof, were aware that the City was contemplating a potential sale of the golf course to the current leaseholder. Respondent did not “secretly” correspond with Ocean Palms Golf Club, LLC (“the Company”) or place them in an advantageous position.

On or about July 31, 2023, Respondent was hired as the City Manager for the City. (RI, <sup>1</sup> 80). At no time did Respondent corruptly use or attempt to use his official position for the benefit of himself or another. When Respondent took on the role of City Manager, there were already

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<sup>1</sup> “RI” as used herein refers to the October 24, 2025, Report of Investigation.

serious concerns relating to the golf course and its prior leasehold, Flagler Golf Management, LLC (“FGM”), which resulted in litigation. (RI, ¶¶ 4-8). On June 21, 2023, the City and FGM entered into a Mediated Settlement Agreement, signed by Mayor Suzie Johnson, in which the parties stipulated that in exchange for the City receiving possession of the golf course and FMG would have nine months to sell its members' membership interests to a bonafide good faith purchaser for value. (RI, ¶7). On January 25, 2024, FGM and Leisure Holdings, LLC, executed an Assignment and Assumption of Lease and Release of Current Lessee. (RI, 8). The lease interest was later transferred to the Company. It was well known that the golf course had fallen into a state of disrepair under the prior management by the prior leaseholder, FMG, and would require a large infusion of capital to bring the golf course up to par (pun intended).

Contrary to allegations in the Complaint, prior to the Company taking the assignment of the lease, there were public meetings regarding the assignment. (RI, ¶¶ 30, 32, 36, 63, 64). During one of the meetings, Respondent’s and City Attorney Smith’s meeting with Mr. Ryan, a Representative of the Company, was publicly disclosed. (RI, ¶ 30). During the January 25, 2024, City Commission Meeting, where the City Commission unanimously approved the assignment of the lease to Ocean Palms Golf Club, LLC, the Company’s interest in acquiring the golf course was discussed. (RI, ¶36). The video of the January 25, 2024, City Commission Meeting shows “discussion of long-range plans for a lease to own or the eventual purchase of the golf course by Ocean Palms Golf Club, LLC. (RI, ¶36). The Meeting Minutes include the comment "discussion ensued regarding the new tenants’ [sic] interest in purchasing the property . . . ." (RI, 36, Composite Exhibit D, Page 10).

Complainant’s own statements make it clear that she was aware that someone proposed to purchase the golf course as early as the summer of 2024, when she met with Commissioner Mealy

and the City's architectural office (presumed to mean Planning Department). (RI, ¶10). Complainant also provided statement that in February and March of 2025, the Commissioners continued to suggest that it would be wise to sell the golf course. (RI, ¶13). Complainant also personally questioned why "anyone would pay five million to refurbish a golf course as a lessee." (RI, ¶16).

Complainant candidly admits she and other citizens had the opportunity to express their opposition to the sale of the golf course during City meetings but felt they were not considered in the Respondent's decision to pursue the sale of the golf course.<sup>2</sup> (RI, ¶¶ 20, 52). A video of the March 27, 2025, Commission meeting, shows that Complainant's husband, Mark Imhoof, informed the Commission of a newly formed citizen group concerned about the status of the golf course. (RI, ¶52). Mark Imhoof's citizen letter opposing the sale of the property was even presented to and considered by the City Commission during the July 10, 2025, City Commission Meeting. (RI, ¶56; Exhibit D, Pg. 37).

Contrary to Complainant's assertions, the Investigative Report makes it clear that there were public meetings and discussions regarding the lease and potential sale of the golf course. There was nothing secretive about the City Commission's interest in selling the golf course or the Company's interest in purchasing the golf course. Complainant and her husband had notice and an opportunity to be heard on this issue.

Furthermore, it was not Respondent's decision to explore the potential sales of the golf course. That decision could only be made, and was made, by the City Commission. Additionally, if and when the City Commission agreed to a proposed purchase and sale agreement, by Charter,

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<sup>2</sup> As argued in detail below, it was not Respondent's decision to pursue the potential sales of the golf course.

the City would be required to pass an ordinance to sell or lease the property. An ordinance would require two public hearings before being approved. (RI, ¶69). At the time of the filing of the Complaint, the City Commission had not agreed to a purchase and sale agreement.

Any actions taken by Respondent with regard to the golf course were done so under the direction of the City Commission and with their approval. Neither the Complaint or the facts demonstrate or even allege that Respondent corruptly used or attempted to use his official position to secure a special privilege or benefit for himself or another. In fact, since the City Commission had not approved a purchase and sale agreement as of the filing of the Complaint, no special privilege or benefit accrued to anyone.

**II. RESPONDENT DID NOT DISCLOSE OR USE INFORMATION NOT AVAILABLE TO MEMBERS OF THE GENERAL PUBLIC FOR HIS PERSONAL GAIN OR FOR THE PERSONAL GAIN OR BENEFIT OF ANOTHER.**

Respondent, as the day-to-day manager of the City, has the authority to seek appraisals if the cost of the appraisal is within his spending authority. (RI, ¶67). It was Mr. Ryan's interest in purchasing the property and the City Commission's indication that they wanted to consider selling the golf course that prompted Respondent to obtain appraisals. The emails regarding the appraisals occurred after the City Commission had discussed Mr. Ryan's desire to purchase the golf course and to facilitate further informed discussion. (RI, ¶73). The appraisals were necessary so the City Commission would have information regarding the fair market value of the golf course, with the previously discussed restrictions, when considering any potential sale. (RI, ¶87). Respondent provided the appraisals to the City Commission and to Mr. Ryan (RI, ¶87).

There is no exception to the public disclosure, or any provision of confidentiality, regarding the golf course appraisals. (RI, ¶73). The appraisals were public documents upon their receipt to City staff or officials. (RI, ¶¶ 73, 75). Respondent's efforts to obtain the appraisals were openly

discussed during the January 23, 2025, City Commission Regular Meeting. (RI, Composite Exhibit D, 54-57, ¶9 (b)).

The Investigative Report makes it abundantly clear that Respondent was just fulfilling his obligations as the City Manager by assisting the City Commission, at its direction, by obtaining information so the City Commission could make an informed decision regarding any proposed sale. There was nothing corrupt about the actions of Respondent and there was no special benefit or privilege derived by Respondent or the Company.

As with the alleged violation of § 112.313(6) all actions taken by Respondent with regard to the golf course were done so under the direction of the City Commission and with their approval. Similarly, neither the Complaint or the facts demonstrate or even allege that Respondent, except for governmental practices, used any information for his personal gain or benefit or that of another.

**WHEREFORE**, the Respondent, Dale L. Martin, respectfully requests that the Commission on Ethics make a determination of no probable cause as to the alleged violations of Florida Statute Sections 112.313(6) and 112.313(8).

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a true and correct copy of the foregoing has been sent by e-mail on November 7, 2025, to State of Florida, Commission of Ethics, via email to

*/s/ Deborah I. Mitchell*

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