

**IN THE CIRCUIT COURT OF THE SEVENTH JUDICIAL CIRCUIT
IN AND FOR VOLUSIA COUNTY, FLORIDA**

Case No.: _____

Division: _____

CLAYTON CRAIN,

individually and appearing pro se,

Plaintiff,

vs.

CITY OF PORT ORANGE, FLORIDA,

a Florida municipal corporation, and

WAYNE CLARK, in his official capacity as

City Manager of the City of Port Orange, Florida,

Defendants.

**VERIFIED COMPLAINT FOR DECLARATORY JUDGMENT,
INJUNCTIVE RELIEF, PUBLIC PROCUREMENT REVIEW, AND
RELATED RELIEF**

Plaintiff, **Clayton Crain**, individually and appearing pro se, sues Defendants, **City of Port Orange, Florida**, and **Wayne Clark, in his official capacity as City Manager of the City of Port Orange, Florida**, and alleges as follows:

I. NATURE OF ACTION

1. This is an action for declaratory judgment, temporary and permanent injunctive relief, public procurement review, and related equitable relief arising from the City of Port Orange's handling of ITB 25-23, the City Outdoor Hunting Lease.
2. Plaintiff, Clayton Crain, is the sole member, manager, and beneficial owner of Lazy Acres USA, LLC.
3. Plaintiff personally prepared, funded, submitted, supported, and pursued the bid submitted under the name Lazy Acres USA, LLC in response to ITB 25-23.

4. Plaintiff brings this action individually and pro se because he is the only person behind Lazy Acres USA, LLC, the only person who personally funded and pursued the bid, and the only person who suffered direct practical, economic, and procedural harm from the City's actions.
5. Plaintiff does not appear in this case as legal counsel for Lazy Acres USA, LLC and does not purport to represent any other person or entity.
6. This case concerns the City's decision to publicly reject all bids submitted under ITB 25-23, including the bid submitted by Plaintiff through Lazy Acres USA, LLC and the bid submitted by G&G Outdoors, LLC, while simultaneously or shortly thereafter proposing, authorizing, negotiating, or implementing a one-year continuation, extension, lease, license, holdover, or operating arrangement in favor of G&G Outdoors, LLC.
7. The City's action is especially troubling because G&G Outdoors' prior lease had already been terminated effective March 31, 2026, and G&G Outdoors had been directed to clean up, remove trailers, personal property, contents, and other items, and vacate the property by May 30, 2026.
8. Plaintiff does not bring this action merely because the bid submitted through Lazy Acres USA, LLC was not awarded the lease.
9. Plaintiff brings this action because the City appears to have abandoned the public competitive process, rejected all bids, admitted or acknowledged problems with the solicitation, failed to maintain or disclose a lawful evaluation process, labeled Plaintiff's bid "non-responsive" without a transparent explanation, and then gave the practical benefit of the lease opportunity to the incumbent bidder without rebidding and without equal opportunity.
10. The core issue is simple: after the City terminated G&G Outdoors' lease, ordered G&G Outdoors to vacate, rejected all bids, and publicly ended the ITB process, the City could not lawfully create a new one-year benefit for G&G Outdoors at the prior year's lease rate without complying with applicable law, public procurement requirements, open-government requirements, and equal-treatment principles.
11. Plaintiff seeks immediate injunctive relief to preserve the status quo and prevent the City from implementing any lease, extension, license, holdover agreement, side agreement, or operating authority in favor of G&G Outdoors while this Court reviews the legality of the City's conduct.

II. PARTIES

12. Plaintiff, Clayton Crain, is an individual resident of Florida and appears in this action pro se.
13. Plaintiff is the sole member, manager, and beneficial owner of Lazy Acres USA, LLC.
14. Lazy Acres USA, LLC is a Florida limited liability company through which Plaintiff submitted the bid in response to ITB 25-23.
15. Plaintiff personally prepared, funded, submitted, supported, and pursued the Lazy Acres USA, LLC bid.
16. Plaintiff is the only person with a financial and practical interest in Lazy Acres USA, LLC and the only person who suffered the practical, economic, and procedural harm caused by the City's challenged actions.

17. Plaintiff does not appear in this action as counsel for Lazy Acres USA, LLC and does not purport to represent any other person or entity.
18. To the extent the Court determines that Lazy Acres USA, LLC is a necessary or indispensable party, Plaintiff respectfully requests leave to amend, obtain counsel for the LLC, add Lazy Acres USA, LLC through counsel, or take such other action as the Court deems proper.
19. Defendant, City of Port Orange, Florida, is a Florida municipal corporation located in Volusia County, Florida.
20. Defendant, Wayne Clark, is the City Manager of the City of Port Orange and is sued in his official capacity only.
21. At all times material, Wayne Clark acted or purported to act under color of municipal authority on behalf of the City of Port Orange.
22. G&G Outdoors, LLC is not currently named as a defendant in this pleading because Plaintiff is primarily seeking relief against the City and its officials concerning public action. However, because G&G Outdoors may claim an interest in the subject lease, extension, license, holdover, or operating arrangement, Plaintiff reserves the right to add G&G Outdoors as a party if necessary under Chapter 86, Florida Statutes, or if Defendants contend that complete relief cannot be afforded without G&G Outdoors.
23. Plaintiff further reserves the right to add individual officials, commissioners, employees, agents, or third parties if discovery reveals facts showing personal participation in unlawful conduct, private coordination, Sunshine Law violations, public-records violations, procurement manipulation, ultra vires conduct, or actions outside the scope of lawful municipal authority.

III. JURISDICTION AND VENUE

24. This Court has subject-matter jurisdiction under Article V of the Florida Constitution, Chapter 26, Florida Statutes, Chapter 86, Florida Statutes, section 286.011, Florida Statutes, Chapter 119, Florida Statutes, and the Court's general equitable jurisdiction.
25. Chapter 86, Florida Statutes, authorizes this Court to declare rights, status, and other equitable or legal relations.
26. Florida Statute § 86.011 permits declaratory relief and allows additional, alternative, coercive, subsequent, or supplemental relief in the same action.
27. Florida Statute § 86.091 provides that persons with interests affected by declaratory relief may be made parties and that municipalities may be heard in proceedings concerning municipal matters.
28. This Court also has jurisdiction to enforce Florida's Government-in-the-Sunshine Law, section 286.011, Florida Statutes, including by injunction.
29. Section 286.011, Florida Statutes, requires official acts of municipal boards or commissions to be taken at public meetings and provides that no formal action shall be considered binding except as taken or made at such meeting.
30. This Court also has jurisdiction to grant relief under Chapter 119, Florida Statutes, concerning public records made or received in connection with official City business.

31. Venue is proper in Volusia County, Florida because the City of Port Orange is located in
32. Volusia County, the subject property is located in Volusia County, the challenged municipal actions occurred in Volusia County, and the events giving rise to this action occurred in Volusia County.

IV. FACTUAL ALLEGATIONS

33. The City issued ITB 25-23 for the City Outdoor Hunting Lease.
34. Plaintiff, through Lazy Acres USA, LLC, submitted a bid in response to ITB 25-23.
35. G&G Outdoors, LLC also submitted a bid in response to ITB 25-23.
36. The bid submitted by Plaintiff through Lazy Acres USA, LLC was in the amount of approximately \$281,001.01.
37. G&G Outdoors' bid was in the amount of approximately \$281,000.80.
38. Plaintiff's bid was higher than G&G Outdoors' bid.
39. Upon information and belief, the City represented, treated, or understood ITB 25-23 as a revenue-generating lease opportunity, meaning the successful bidder would pay the City for use of the property.
40. Upon information and belief, despite the revenue-generating nature of the lease, portions of the ITB appeared to use requirements more commonly associated with contractors, service providers, or vendors being paid by the City.
41. Upon information and belief, the City did not conduct a documented, objective, scored, and transparent evaluation process sufficient to support its treatment of Plaintiff's bid as "non-responsive" or to support the intended award to G&G Outdoors.
42. Upon information and belief, the City failed or refused to identify with specificity all alleged defects that supposedly made Plaintiff's bid non-responsive.
43. Upon information and belief, the City requested or pursued reference information concerning Plaintiff shortly before the intended award decision.
44. The City's request for reference information is inconsistent with the later position that Plaintiff's bid was clearly and finally non-responsive from the outset.
45. If Plaintiff's bid had truly been non-responsive based on material bid defects, there would have been no legitimate reason to pursue references as part of a substantive bid-review process.
46. Upon information and belief, the City's handling of the responsiveness determination was arbitrary, inconsistent, undocumented, or unsupported by the administrative record.
47. During the protest process, Plaintiff and/or other interested parties raised concerns regarding the bid process, the solicitation, the evaluation process, G&G Outdoors' responsibility, and G&G Outdoors' compliance history.
48. The City was placed on notice of serious concerns relating to G&G Outdoors' responsibility, compliance, prior operations, references, insurance, financial representations, and lease performance.
49. Whether each concern was ultimately substantiated or not, the City had a duty to evaluate responsibility and responsiveness in a fair, documented, and legally supportable manner.
50. Upon information and belief, the City did not create or maintain a meaningful responsibility determination concerning G&G Outdoors.

51. Upon information and belief, the City did not fairly evaluate the issues raised during the protest process before determining how to proceed.
52. The City's prior lease with G&G Outdoors was terminated effective March 31, 2026.
53. G&G Outdoors was directed to clean up the property and remove trailers, contents, personal property, and other items by May 30, 2026.
54. The termination of G&G Outdoors' lease and the directive requiring removal of property were official City actions or actions taken under color of City authority.
55. On or about April 21, 2026, the City publicly considered a recommendation to reject all bids under ITB 25-23.
56. The City publicly stated, represented, or indicated that it was rejecting all bids, including the bid submitted by Plaintiff through Lazy Acres USA, LLC and the bid submitted by G&G Outdoors.
57. The City acknowledged, directly or indirectly, that there were problems, errors, defects, ambiguities, or flaws in ITB 25-23 or in the process.
58. The City Commission voted to reject all bids.
59. After the vote or in connection with the same public meeting, concerns were raised about lost revenue, the management of the deer herd, and the absence of an operator for the property.
60. The City Manager then proposed, suggested, supported, or participated in a proposal to allow G&G Outdoors to continue for an additional year at the rate G&G Outdoors paid during the 2025/2026 lease period.
61. This proposed or approved one-year arrangement was not part of a new competitive solicitation.
62. This proposed or approved one-year arrangement was not offered equally to Plaintiff.
63. This proposed or approved one-year arrangement was not offered equally to Lazy Acres USA, LLC.
64. This proposed or approved one-year arrangement was not the result of a publicly noticed rebid.
65. This proposed or approved one-year arrangement was not the result of a documented evaluation process.
66. This proposed or approved one-year arrangement effectively gave G&G Outdoors the practical benefit of a new lease, extension, license, holdover, or operating arrangement after all bids had been rejected.
67. Rejecting all bids means rejecting all bids.
68. Rejecting all bids does not permit the City to abandon the public competitive process while preserving the same opportunity for the incumbent bidder through a different label.
69. The City cannot lawfully do indirectly what it could not lawfully do directly.
70. The City cannot reject the ITB process, declare all bids terminated, and then award or extend the same lease opportunity to G&G Outdoors without a lawful, transparent, and equal process.
71. Upon information and belief, the one-year arrangement with G&G Outdoors was either predetermined, privately discussed, inadequately noticed, or not subjected to a lawful competitive process.
72. Upon information and belief, communications concerning the rejection of all bids and the G&G one-year arrangement occurred before, during, or after the April 21, 2026 public meeting.

73. Plaintiff requires discovery to determine whether any City officials, commissioners, employees, agents, G&G Outdoors representatives, or third parties discussed, coordinated, suggested, negotiated, or agreed upon the G&G one-year arrangement outside a properly noticed public meeting.
74. Florida's Sunshine Law requires meetings of public boards or commissions at which official acts are to be taken to be open to the public, and it requires public access, notice, and minutes.
75. Upon information and belief, the City's actions have caused and continue to cause irreparable harm to Plaintiff by depriving Plaintiff of a fair public procurement process, equal treatment, and a meaningful opportunity to compete for the lease.
76. The harm cannot be adequately remedied by money damages alone because the loss of a public lease opportunity, the denial of equal public bidding treatment, and the compromise of public procurement integrity are difficult or impossible to measure.
77. The public has a strong interest in ensuring that municipal leases, revenue-generating public assets, and competitive solicitations are handled transparently, lawfully, and without favoritism.
78. Plaintiff has no adequate remedy at law.
79. Plaintiff has retained or will retain all rights to pursue damages, costs, fees, and supplemental relief as allowed by law.

V. COUNT I

DECLARATORY JUDGMENT

Against City of Port Orange and Wayne Clark in His Official Capacity

80. Plaintiff realleges paragraphs 1 through 78 as if fully set forth herein.
81. An actual, present, and justiciable controversy exists between Plaintiff and Defendants.
82. Plaintiff contends that after the City rejected all bids under ITB 25-23, the City lacked lawful authority to award, extend, continue, license, or otherwise grant the same lease opportunity to G&G Outdoors without a new lawful process.
83. Plaintiff contends that the City could not lawfully give G&G Outdoors a one-year arrangement after terminating G&G Outdoors' lease effective March 31, 2026 and ordering G&G Outdoors to remove property by May 30, 2026.
84. Plaintiff contends that the City could not lawfully label the bid submitted by Plaintiff through Lazy Acres USA, LLC non-responsive without a documented, transparent, and legally sufficient basis.
85. Plaintiff contends that the City could not lawfully reject all bids and then provide the practical benefit of the lease to one bidder without rebidding or equal opportunity.
86. Defendants appear to contend that they had authority to reject all bids while also arranging, authorizing, or permitting a one-year continuation for G&G Outdoors.
87. A declaration from this Court is necessary to determine the parties' rights and obligations.

88. Plaintiff seeks a declaration that:

- a. The City's rejection of all bids terminated ITB 25-23 as a basis for awarding the lease;
- b. The City may not use rejection of all bids as a mechanism to avoid competition while preserving the benefit of the lease for G&G Outdoors;
- c. The City may not award, extend, continue, license, or otherwise grant G&G Outdoors a one-year operating arrangement unless authorized by law and adopted through a lawful public process;
- d. The City must provide a documented and legally sufficient basis for any claim that Plaintiff's bid was non-responsive;
- e. Any lease, extension, license, holdover agreement, or operating arrangement with G&G Outdoors arising from or replacing ITB 25-23 is void, voidable, or unenforceable unless adopted in compliance with applicable law; and
- f. Plaintiff is entitled to supplemental equitable relief.

WHEREFORE, Plaintiff requests that this Court enter declaratory judgment in Plaintiff's favor and against Defendants, declare the rights and obligations of the parties, and grant such other relief as the Court deems just and proper.

VI. COUNT II

TEMPORARY AND PERMANENT INJUNCTIVE RELIEF

Against City of Port Orange and Wayne Clark in His Official Capacity

89. Plaintiff realleges paragraphs 1 through 78 as if fully set forth herein.
90. Plaintiff has a substantial likelihood of success on the merits.
91. The City rejected all bids under ITB 25-23.
92. The City had already terminated G&G Outdoors' prior lease effective March 31, 2026.
93. G&G Outdoors had been directed to clean up and remove property by May 30, 2026.
94. The City nevertheless proposed, authorized, or is attempting to implement a one-year continuation, lease, license, holdover, or operating arrangement for G&G Outdoors.
95. Plaintiff will suffer irreparable harm if Defendants are allowed to implement the G&G one-year arrangement before judicial review.
96. Plaintiff has no adequate remedy at law.
97. The public interest supports an injunction because public procurement must be open, transparent, lawful, and free from favoritism.

98. Plaintiff seeks temporary and permanent injunctive relief prohibiting Defendants from executing, implementing, enforcing, honoring, or allowing performance under any one-year lease, lease extension, license, holdover agreement, side agreement, operating arrangement, or similar arrangement with G&G Outdoors concerning the subject property unless and until the City complies with all applicable law.
99. Plaintiff further seeks an order requiring Defendants to preserve all documents, communications, emails, texts, notes, drafts, recordings, metadata, and public records concerning ITB 25-23, the rejection of all bids, the proposed G&G one-year arrangement, the termination of G&G's prior lease, and the determination that Plaintiff's bid was allegedly non-responsive.

WHEREFORE, Plaintiff requests that this Court enter temporary and permanent injunctive relief in Plaintiff's favor and against Defendants, enjoin implementation of any one-year arrangement with G&G Outdoors, require preservation of evidence, and grant such other relief as the Court deems just and proper.

VII. COUNT III

UNLAWFUL, ARBITRARY, CAPRICIOUS, OR UNEQUAL PUBLIC PROCUREMENT ACTION

Against City of Port Orange

100. Plaintiff realleges paragraphs 1 through 78 as if fully set forth herein.
101. The City owed all bidders a duty to conduct the public procurement process fairly, honestly, consistently, and in accordance with applicable law and the terms of the solicitation.
102. Public procurement decisions must not be arbitrary, capricious, contrary to competition, or unsupported by the record.
103. The bid submitted by Plaintiff through Lazy Acres USA, LLC was higher than G&G Outdoors' bid.
104. The City labeled Plaintiff's bid non-responsive without providing a clear, documented, and legally sufficient explanation.
105. The City's later request for reference information concerning Plaintiff conflicts with the claim that Plaintiff's bid was clearly non-responsive from the outset.
106. Upon information and belief, the City failed to maintain scoring sheets, evaluation notes, responsibility determinations, responsiveness determinations, or other records sufficient to justify its decision.
107. Upon information and belief, the City failed to conduct a legally sufficient responsibility review of G&G Outdoors despite serious concerns raised during the protest process.
108. Upon information and belief, the City treated G&G Outdoors more favorably than Plaintiff.

109. The City then rejected all bids, including Plaintiff's bid and G&G Outdoors' bid.
110. After rejecting all bids, the City gave or attempted to give G&G Outdoors the same practical benefit through a one-year arrangement.
111. This conduct was arbitrary, capricious, unequal, contrary to competition, contrary to public procurement integrity, and unsupported by a lawful evaluation process.

WHEREFORE, Plaintiff requests that this Court enter judgment in Plaintiff's favor, declare the City's procurement conduct unlawful, arbitrary, capricious, unequal, or unsupported by the record, enjoin any resulting arrangement with G&G Outdoors, order appropriate corrective action, and grant such other relief as the Court deems just and proper.

VIII. COUNT IV

VIOLATION OF FLORIDA SUNSHINE LAW / OPEN MEETING REQUIREMENTS

Against City of Port Orange

Pled in the Alternative and Upon Information and Belief

112. Plaintiff realleges paragraphs 1 through 78 as if fully set forth herein.
113. Section 286.011, Florida Statutes, requires that meetings of any municipal board or commission at which official acts are to be taken be open to the public.
114. Section 286.011 further provides that no formal action shall be considered binding except as taken or made at such public meeting.
115. The decision to reject all bids under ITB 25-23 was an official action.
116. The decision to provide or authorize a one-year arrangement for G&G Outdoors was also an official action or an action requiring proper public authorization.
117. Upon information and belief, the G&G one-year arrangement may have been formulated, discussed, negotiated, coordinated, or predetermined outside a properly noticed public meeting.
118. Upon information and belief, City officials, staff, commissioners, G&G Outdoors representatives, or third parties may have participated in communications concerning the G&G one-year arrangement before it was publicly raised or approved.
119. Plaintiff cannot know the full scope of such communications without discovery and public-records production.
120. If the G&G one-year arrangement was privately coordinated or predetermined outside the Sunshine Law process, any resulting formal action is void, voidable, or subject to injunction.
121. Plaintiff seeks discovery into all communications concerning the rejection of all bids and the G&G one-year arrangement.

WHEREFORE, Plaintiff requests that this Court enter judgment in Plaintiff's favor, declare any action taken in violation of section 286.011 void or voidable, enjoin further implementation of the G&G one-year arrangement, award fees and costs where authorized, and grant such other relief as the Court deems just and proper.

IX. COUNT V

PUBLIC RECORDS ACT / INJUNCTIVE OR MANDAMUS RELIEF

Against City of Port Orange

If Records Remain Outstanding

122. Plaintiff realleges paragraphs 1 through 78 as if fully set forth herein.
123. Florida's Public Records Act, Chapter 119, Florida Statutes, applies to records made or received in connection with official public business.
124. Plaintiff has requested, or intends to request, records concerning ITB 25-23, the evaluation process, responsiveness determinations, responsibility determinations, reference checks, communications, bid-tabulation materials, the rejection of all bids, the G&G lease termination, and the proposed G&G one-year arrangement.
125. Upon information and belief, the City has not produced all responsive records.
126. Upon information and belief, responsive records may include emails, text messages, handwritten notes, internal memoranda, draft agenda items, draft recommendations, bid-review notes, scoring records, communications with bidders, communications with commissioners, and communications with third parties.
127. Plaintiff seeks an order compelling production of all non-exempt responsive public records and requiring preservation of all potentially responsive records.

WHEREFORE, Plaintiff requests that this Court order the City to produce all non-exempt responsive public records, preserve all responsive records, award fees and costs where authorized by law, and grant such other relief as the Court deems just and proper.

X. PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully requests that this Court:

- A. Assume jurisdiction over this action;
- B. Enter temporary injunctive relief prohibiting Defendants from executing, implementing, enforcing, honoring, or allowing performance under any one-year lease,

lease extension, license, holdover agreement, side agreement, operating arrangement, or similar arrangement with G&G Outdoors concerning the subject property;

C. Enter permanent injunctive relief after final hearing;

D. Declare that the City's rejection of all bids under ITB 25-23 terminated the City's ability to award the lease through that process;

E. Declare that the City may not reject all bids and then grant the same practical lease opportunity to G&G Outdoors without a lawful, transparent, and equal process;

F. Declare that any one-year arrangement with G&G Outdoors is void, voidable, or unenforceable unless adopted in compliance with applicable law;

G. Declare that the City must provide a documented and legally sufficient basis for labeling Plaintiff's bid non-responsive;

H. Order the City to preserve all records and evidence concerning ITB 25-23, the rejection of all bids, the G&G one-year arrangement, the termination of G&G's prior lease, and the alleged non-responsive determination concerning Plaintiff's bid;

I. Order the City to produce all non-exempt responsive public records;

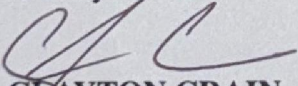
J. Award Plaintiff costs and attorney's fees where authorized by law;

K. Grant such other relief as this Court deems just and proper.

Respectfully submitted,

Dated: May 5, 2026

/s/ Clayton Crain



CLAYTON CRAIN

Plaintiff, Pro Se

2555 Erena Drive

New Smyrna Beach, Florida 32168

Telephone: (386) 566-8756

Email: claytoncrain83@gmail.com

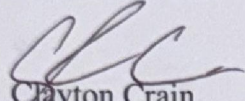
VERIFICATION

STATE OF FLORIDA

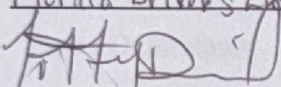
COUNTY OF Volusia

BEFORE ME, the undersigned authority, personally appeared **Clayton Crain**, individually and as Plaintiff pro se, who, after being duly sworn, states as follows:

I have read the foregoing Verified Complaint. The factual allegations contained in the Complaint are true and correct to the best of my personal knowledge, information, and belief. Allegations made upon information and belief are believed to be true based upon the information presently available to me.

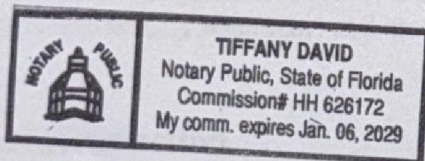

Clayton Crain
Plaintiff, Pro Se

Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization this 5th day of May, 2026, by Clayton Crain, who is personally known to me or produced Florida Driver's License as identification.



Notary Public
State of Florida

My Commission Expires: January 06, 2029



**IN THE CIRCUIT COURT OF THE
SEVENTH JUDICIAL CIRCUIT
IN AND FOR VOLUSIA COUNTY, FLORIDA**

Case No.: _____

Division: _____

CLAYTON CRAIN,
individually and appearing pro se,

Plaintiff,

vs.

CITY OF PORT ORANGE, FLORIDA,
a Florida municipal corporation, and

**WAYNE CLARK, in his official capacity as
City Manager of the City of Port Orange, Florida,**

Defendants.

EMERGENCY MOTION FOR TEMPORARY INJUNCTION

Plaintiff, **Clayton Crain**, individually and appearing pro se, moves for entry of a temporary injunction against Defendants, City of Port Orange, Florida, and Wayne Clark, in his official capacity as City Manager, and states:

1. Introduction

1. This emergency motion seeks to preserve the status quo and prevent the City of Port Orange from implementing a one-year lease, extension, license, holdover agreement, or operating arrangement with G&G Outdoors, LLC after the City rejected all bids under ITB 25-23.
2. The City publicly rejected all bids, including the bid submitted by Plaintiff through Lazy Acres USA, LLC and the bid submitted by G&G Outdoors, LLC.
3. The City had previously terminated G&G Outdoors' lease effective March 31, 2026 and directed G&G Outdoors to clean up and remove property by May 30, 2026.
4. Despite those facts, the City Manager proposed or supported a one-year continuation for G&G Outdoors at the prior 2025/2026 lease rate.
5. The City should not be permitted to reject the public bid process and then award the practical benefit of the lease to the incumbent bidder without rebidding, equal opportunity, or a documented lawful process.

2. Relevant Facts

6. Plaintiff, through Lazy Acres USA, LLC, submitted a bid under ITB 25-23.
7. Plaintiff's bid was approximately \$281,001.01.
8. G&G Outdoors' bid was approximately \$281,000.80.
9. Plaintiff's bid was higher than G&G Outdoors' bid.
10. The City labeled the bid submitted by Plaintiff through Lazy Acres USA, LLC non-responsive without providing a clear and complete written explanation identifying all alleged material defects.
11. The City requested or pursued reference information concerning Plaintiff shortly before the intended award decision.
12. The City's pursuit of references is inconsistent with the claim that Plaintiff's bid was obviously non-responsive from the beginning.
13. The City then acknowledged problems with the ITB or procurement process and voted to reject all bids.
14. After rejecting all bids, the City proposed or authorized a one-year arrangement for G&G Outdoors.
15. This arrangement was not competitively bid.
16. This arrangement was not offered to Plaintiff.
17. This arrangement was not offered to Lazy Acres USA, LLC.
18. This arrangement was not supported by a documented evaluation process.
19. This arrangement would give G&G Outdoors the benefit of the public lease opportunity despite the City's prior termination of G&G Outdoors' lease and despite the rejection of all bids.

3. Standard for Temporary Injunction

20. Florida courts generally require a party seeking temporary injunction to show:
 - a. irreparable harm;
 - b. no adequate remedy at law;
 - c. substantial likelihood of success on the merits; and
 - d. that the injunction serves the public interest.

4. Plaintiff Has a Substantial Likelihood of Success

21. Plaintiff has a substantial likelihood of success because the City rejected all bids and then attempted to provide the same lease opportunity to G&G Outdoors without rebidding.
22. The City cannot lawfully reject the public competitive process and then give the benefit of the rejected process to the incumbent bidder by calling it an extension, holdover, license, or one-year arrangement.
23. The City had already terminated G&G Outdoors' lease effective March 31, 2026.
24. G&G Outdoors had been directed to vacate and remove property by May 30, 2026.
25. Once the City rejected all bids, any new arrangement should have been handled through lawful public action and equal opportunity.

26. Plaintiff is also likely to succeed on his claim that the City's non-responsive determination was arbitrary, undocumented, or unsupported.
27. Plaintiff is further likely to succeed in obtaining declaratory relief because an actual controversy exists concerning whether the City has legal authority to implement the G&G arrangement.

5. Plaintiff Will Suffer Irreparable Harm

28. Plaintiff will suffer irreparable harm if the City implements the G&G one-year arrangement.
29. The harm is not merely financial.
30. Plaintiff will be deprived of a fair public procurement process, equal treatment, and the opportunity to compete for a public lease.
31. Once G&G is allowed to continue operating, the City may argue the matter is moot, substantially performed, or practically irreversible.
32. The integrity of the public procurement process will be harmed.
33. The public's confidence in municipal bidding will be harmed.

6. Plaintiff Has No Adequate Remedy at Law

34. Money damages cannot adequately remedy the loss of a unique public lease opportunity.
35. Money damages cannot adequately remedy the loss of equal participation in a public procurement process.
36. Money damages cannot adequately remedy the public harm caused by an unlawful or nontransparent municipal award.

7. The Public Interest Supports Injunctive Relief

37. The public interest strongly favors transparent, lawful, and competitive municipal procurement.
38. The public interest is not served by allowing a City to reject all bids and then grant the same practical benefit to one bidder without equal opportunity.
39. The public interest is not served by allowing an incumbent whose lease was terminated to receive a new one-year benefit without a lawful process.
40. The injunction would simply preserve the status quo until this Court can determine whether the City acted lawfully.

8. Requested Relief

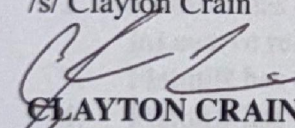
WHEREFORE, Plaintiff respectfully requests that this Court:

- A. Set this matter for an emergency hearing;
- B. Temporarily enjoin Defendants from executing, implementing, enforcing, honoring, or allowing performance under any one-year lease, extension, license, holdover agreement, side agreement, operating arrangement, or similar arrangement with G&G Outdoors concerning the subject property;
- C. Temporarily enjoin Defendants from allowing G&G Outdoors to continue operating under any arrangement arising from or replacing ITB 25-23 unless authorized by further order of this Court;
- D. Order Defendants to preserve all documents, emails, text messages, notes, recordings, metadata, drafts, memoranda, communications, and records concerning ITB 25-23, the rejection of all bids, the proposed G&G one-year arrangement, G&G's lease termination, and Plaintiff's alleged non-responsive status;
- E. Require Defendants to show cause why temporary and permanent injunctive relief should not issue;
- F. Grant such other relief as the Court deems just and proper.

Respectfully submitted,

Dated: May 5, 2026

/s/ Clayton Crain


CLAYTON CRAIN

Plaintiff, Pro Se

2555 Erena Drive

New Smyrna Beach, Florida 32168

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Email: claytoncrain83@gmail.com

**IN THE CIRCUIT COURT OF THE
SEVENTH JUDICIAL CIRCUIT
IN AND FOR VOLUSIA COUNTY, FLORIDA**

Case No.: _____
Division: _____

CLAYTON CRAIN,
individually and appearing pro se,

Plaintiff,

vs.

**CITY OF PORT ORANGE, FLORIDA, and
WAYNE CLARK, in his official capacity as City Manager,**

Defendants.

**ORDER GRANTING PLAINTIFF'S EMERGENCY MOTION FOR
TEMPORARY INJUNCTION**

THIS CAUSE came before the Court on Plaintiff's Emergency Motion for Temporary Injunction. The Court, having reviewed the Verified Complaint, the Motion, the record, the arguments of the parties, and being otherwise fully advised, finds as follows:

1. Plaintiff has demonstrated a substantial likelihood of success on the merits.
2. Plaintiff has demonstrated that he will suffer irreparable harm absent temporary injunctive relief.
3. Plaintiff has demonstrated that he has no adequate remedy at law.
4. Plaintiff has demonstrated that temporary injunctive relief serves the public interest.
5. The public interest favors preserving the integrity of municipal procurement, public bidding, public leases, and open-government processes.
6. The City of Port Orange rejected all bids under ITB 25-23.
7. The City had previously terminated G&G Outdoors' lease effective March 31, 2026 and directed G&G Outdoors to remove property by May 30, 2026.
8. The Court finds that temporary injunctive relief is necessary to preserve the status quo pending further order of this Court.

Accordingly, it is ORDERED AND ADJUDGED:

A. Plaintiff's Emergency Motion for Temporary Injunction is GRANTED.

B. Defendants, City of Port Orange and Wayne Clark in his official capacity as City Manager, and their officers, agents, employees, representatives, attorneys, and all persons acting in concert with them, are temporarily enjoined from executing, implementing, enforcing, honoring, or allowing performance under any one-year lease, lease extension, license, holdover agreement, side agreement, operating arrangement, or similar arrangement with G&G Outdoors, LLC concerning the subject property arising from or replacing ITB 25-23.

C. Defendants shall preserve all documents, communications, emails, text messages, notes, recordings, metadata, drafts, memoranda, agenda materials, bid-evaluation materials, reference-check materials, lease documents, and public records concerning ITB 25-23, the rejection of all bids, the proposed or approved G&G Outdoors one-year arrangement, the termination of G&G Outdoors' prior lease, the May 30, 2026 removal deadline, and the determination that the bid submitted by Clayton Crain through Lazy Acres USA, LLC was allegedly non-responsive.

D. This injunction shall remain in effect until further order of this Court.

E. Bond is set in the amount of \$_____, or alternatively, the Court finds that nominal bond is appropriate because this action concerns public rights, municipal procurement, and preservation of the status quo.

DONE AND ORDERED in Chambers in Volusia County, Florida, this ____ day of May, 2026.

Circuit Judge

Copies furnished to:
All parties

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was furnished by Florida Courts E-Filing Portal and/or email this 5 day of May, 2026, to:

City of Port Orange

Attn: City Clerk / City Attorney
1000 City Center Circle
Port Orange, Florida 32129
Email: cityclerk@port-orange.org
Email: mjones@port-orange.org

Wayne Clark, City Manager

City of Port Orange
1000 City Center Circle
Port Orange, Florida 32129
Email: wclark@port-orange.org

/s/ Clayton Crain



Clayton Crain

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