



City of Appleton
Department of Public Works

ADOPT-A-POND PROGRAM

Information, Policies, and Procedures

FEBRUARY 2026

City of Appleton's ADOPT-A-POND

TABLE OF CONTENTS

<u>TITLE</u>	<u>PAGE NO.</u>
TABLE OF CONTENTS	1
<u>INFORMATION</u>	
ABOUT THE CITY OF APPLETON'S STORM WATER SYSTEM	2
PROGRAM OVERVIEW	3
PROGRAM PURPOSE	3
INTENT	3
ELIGIBILITY	3
DURATION	3
PARTICIPATION	3
<u>POLICIES AND PROCEDURES</u>	
CITY RESPONSIBILITIES	4
POND TEAM RESPONSIBILITIES	4
SAFETY AND LIABILITY	5
PHOTOGRAPHS AND VIDEOS	6
RECOGNITION	6
RENEWAL OF AGREEMENT	6
GETTING STARTED	7
<u>ATTACHMENTS</u>	
CITY OF APPLETON'S ADOPT-A-POND APPLICATION FORM	
CITY OF APPLETON'S ADOPT-A-POND PARTICIPATION AGREEMENT FORM	
CITY OF APPLETON'S ADOPT-A-POND CLEANUP FORM	
CITY OF APPLETON'S ADOPT-A-POND VOLUNTEER WAIVER FORM	

ABOUT THE CITY OF APPLETON'S STORM WATER SYSTEM

Stormwater is water that starts as rain, snow or ice. **Stormwater systems** are the entire infrastructure that helps collect, store and drain away excess stormwater.

Stormwater systems are vital to the City of Appleton (City) because of the large number of **impervious surfaces** – including roads, sidewalks, patios, decks and roofs – that exist in urban areas. Impervious surfaces cause stormwater to enter stormwater systems faster than the water would otherwise. Without stormwater systems there would be more severe flooding during and after rain, snow or ice melt.

Appleton's stormwater system is much more than meets the eye. Below the City streets exist over 300 miles of storm sewer. Stretched out end to end that equals more miles than the distance from Appleton to Milwaukee and back again! The City also maintains over 100 stormwater ponds and biofilters including several miles of open channel. The City's stormwater system helps carry water away after a precipitation event, reduces flood risk, and removes pollutants from runoff before it enters our ponds, lakes and streams.

Stormwater ponds are manmade ponds that are designed to collect and hold excess stormwater. Stormwater ponds are an important part of the stormwater system because they help contain the excess stormwater and release it slowly. This slow release reduces flooding at the downstream receiving waters. Stormwater ponds are also helpful as they collect pollutants and sediments, which are often found in high concentrations in stormwater due to many contributing factors that include but are not limited to construction projects, road debris, and lawn care treatments.



PROGRAM OVERVIEW

The Adopt-A-Pond Program encourages residents, community groups, schools, and businesses to help maintain and improve the condition of local stormwater ponds. Participants "adopt" one or more of the City's stormwater ponds to conduct routine cleanups, provide visual inspections, and support environmental stewardship throughout the community.

PROGRAM PURPOSE

To foster community involvement in stormwater management by enhancing the appearance and ecological function of stormwater ponds through volunteer efforts.

INTENT

It is the intent of the City of Appleton that the Adopt-A-Pond program be promoted and conducted as an entirely voluntary cooperative program between City of Appleton residents and the City of Appleton Department of Public Works.

ELIGIBILITY

Open to individuals, groups, businesses, schools, and nonprofit organizations.

The pond must be owned and/or maintained by the City of Appleton.

Participants are encouraged to adopt ponds near their homes or facilities.

Each pond may only be adopted by one team at a time.

The team must submit an Adopt-A-Pond application and participant agreement AND demonstrate a commitment to fully participate in the program and maintain their pond.

PROGRAM DURATION

Initial term of two (2) years. Renewals permitted in two-year increments will be based upon continued compliance.

PARTICIPATION

Anyone can participate so long as they meet the minimum requirements and agree to the terms in the Agreement.

Volunteers are required to work in teams as the work can be challenging.

Participation is on a first come first served basis. Some ponds may not be available for adoption due to access, construction, or vegetative maintenance activities.

Please note that the City does not provide any tools or supplies other than the garbage bags.

CITY RESPONSIBILITIES

Provide photos/maps showing pond size, property boundaries, easements, pond depth, and public access points to each pond site.

Provide garbage bags and trash collection services.

As requested, the City will provide educational materials and pond management guidance.

Arrange for the removal of large, heavy, hazardous, or inaccessible material from the adopted pond.

Send biannual reminders about cleanup periods.

POND TEAM RESPONSIBILITIES

Commit to at least two (2) cleanup events annually:

- Spring: April 15 to May 31
- Fall: September 1 to October 15

Cleanup includes:

- Cleaning up trash, branches, and other small debris within reach from the shore. Water access is strictly prohibited.
- Place all filled trash bags and debris for pickup at pre-established pick-up point. (Keep brush and limbs separated from trash bags)

Perform visual inspections during each cleanup for:

- Debris that is found in the water
- Erosion
- Clogged inlets/outlets
- Large fallen trees/limbs
- Animal burrows
- Illegal Dumping (Grass Clippings, Landscaping Materials/Waste, etc.)
- Other maintenance concerns

Complete and return the "Adopt-A-Pond Cleanup Form" within seven (7) days after each cleanup. Forms can be requested from the Adopt-A-Pond Coordinator

Use the "Adopt-A-Pond Cleanup Form" to report any signs of pond damage, animal burrowing, erosion, slumping, clogged structures, and/or illegal dumping.

Notify the Adopt-A-Pond Coordinator within 24 hours after each cleanup to let them know to pick up the trash bags.

Ensure you have an adequate number of City provided trash bags. Should more supplies be needed, they may be requested by contacting the Adopt-A-Pond Coordinator.

Work is limited to areas within the property boundary for the pond as shown on the site map that participants will be given upon registration. Please stay off private property.

Adhere to the Safety and Liability procedures described below.

SAFETY AND LIABILITY

Volunteers act as independent participants and are not agents of the City.

Volunteers must sign both the Waiver of Release and Liability Form and the Participant Agreement Form before participating in the clean-up activity.

DO NOT HANDLE and immediately report any of the following items to the Police Non-Emergency Number, 920-832-5500 (Make note of location on map):

- Weapons (Guns, Knives, etc.)
- Suspicious packages
- Drug paraphernalia
- Any other dangerous looking items

DO NOT HANDLE HAZOURDOUS MATERIALS and immediately report the following to the Adopt-A-Pond Coordinator:

- medical waste or bandages
- syringes or hypodermic needles
- gas cans
- oil cans
- antifreeze
- car batteries
- fluorescent bulbs
- heavy or inaccessible objects

Wear protective clothing (e.g., long sleeves and long pants, gloves, sturdy closed-toed shoes, hats, etc.).

Use extra caution by water and on steep or slippery slopes. **Water access is strictly prohibited.**

Work during daylight hours.

Work during good weather conditions and seek shelter during storm warnings.

Always have a cell phone with you for emergencies and to monitor weather conditions.

Always provide adequate adult supervision to all minor participants (minimum 1 adult per 5 minors in all cases, and determination of any additional adult supervision is the responsibility of the supervising adult(s)).

Additional safety guidelines will be provided after confirmation of participation in the program. It is the responsibility of the Team Representative to share these safety guidelines with their team before all clean-up activities.



PHOTOGRAPHS/VIDEOS

Volunteers and teams are encouraged to take photographs and videos of their community service at their adopted ponds. Examples include action photos, group shots, photos showing before and after conditions, photos of unusual litter and videos of wildlife. If you or your team would like your photographs or videos considered for posting on the City's social media site(s), such as the City's Facebook page or YouTube site, or in other City materials you may email the photographs or videos to the Adopt-A-Pond Coordinator.

RECOGNITION

If desired, the City will install recognition signage at the adopted pond and/or provide recognition on the City of Appleton's website. Please indicate the recognition desired on the participation agreement form.

RENEWAL OF AGREEMENT

The Adopt-A-Pond Agreement states that a pond team shall remain in effect for a period of two years and may be extended for successive two-year periods subject to the criteria as set out in these policies and procedures.

At the end of the initial two-year term, Adopt-A-Pond will review each group file to determine if they submitted biannual reports. Adopt-A-Pond will then contact the team representative to determine if the team would like to remain in the program. If the program is unable to contact the team representative, the team will be removed from the program in accordance with the Adopt-A-Pond agreement. If contact is made and the team has not submitted biannual reports, the team may remain in the program but must agree to resume reporting. This process shall continue at the end of every two-year term until the team is removed from the program.

A pond team may decide not to participate in the program at any time as long as a 30-day written notice is provided to the City. The Adopt-A-Pond Program may remove a pond team from the program upon 30 days written notice to the pond team representative.

CANCELLATION OF AGREEMENT

Either party may cancel the agreement with or without cause by notifying the other party in writing without prior notice. An email sent to the listed contact for each party is acceptable for "in writing".

GETTING STARTED

Contact Adopt-A-Pond coordinator Andy Pawlowski at 920-832-5580 or by email at Andrew.Pawlowski@AppletonWI.gov to apply.

Applications must include the completed application and agreement forms.

Program materials, maps, and forms will be provided upon approval.

ATTACHMENTS

CITY OF APPLETON'S ADOPT-A-POND APPLICATION FORM



You must complete and return this application/agreement to be considered for the Adopt-A-Pond Program.

Team Representative's Information (Please Print Clearly):

Last _____ First _____

Street _____ City _____ State _____ Zip Code _____

Phone _____ Email _____

Team Name: _____

Pond Location/ID# Desired: _____

Why do you/your team want to adopt a pond? _____

Where did you hear about Adopt-A-Pond? _____

If the pond(s) desired are not available, are you willing to adopt a different pond(s)?

Yes

No

Is your team able and willing to commit to adopting the pond(s) for 2 years?

Yes

No

Did you read and understand the information contained in the information, policy, and procedures booklet and are you/your team capable of meeting the responsibilities listed?

Yes

No

If you or any of your team members are under the age of 18 (minors), do you understand a parent or guardian must always supervise them while cleaning the pond(s), (1 adult per 5 minors)?

Yes

No

Signature: _____

Date: _____

Print Name: _____

To help expedite your application please also complete and submit the attached City of Appleton Adopt-A-Pond Participation Agreement Form.

CITY OF APPLETON'S ADOPT-A-POND PARTICIPATION AGREEMENT FORM



Each Adopt-A-Pond volunteer, by his or her signature below, hereby agrees to the terms and conditions set forth below and in the attached Adopt-A-Pond policy.

I. RESPONSIBILITIES

a. POND TEAM MEMBERS SHALL:

- i. Consist of no less than two people.
- ii. Read, understand and adhere to the City of Appleton's Adopt-A-Pond Information, Policies, and Procedures booklet and Participation Agreement.
- iii. Choose one Team Representative to help coordinate pond activities and represent the team in all matters pertinent to the Adopt-a-Pond Program.
- iv. Complete at least two (2) pond cleanups each year to remove trash and inspect the pond pursuant to the "Adopt-A-Pond Cleanup Report Form".
 1. Spring cleanup should occur between April 15 – May 31.
 2. Fall cleanup should occur between September 15 – October 15.
- v. Accurately complete and submit an "Adopt-A-Pond Cleanup Report Form" within seven (7) days of each cleanup.
- vi. Work in a safe and responsible manner during pond clean-ups, only during daylight hours and in good weather, avoiding heavy or hazardous items. Use of vehicles in and around the pond is prohibited for Adopt-A-Pond activities.
- vii. Always provide one adult supervisor for every five participating minors.
- viii. Avoid going onto private property or leaving trash bags on private property.
- ix. Notify the proper authorities should any hazardous or medical waste be found.
- x. Notify the City of Appleton should you become unable to meet any of your responsibilities.
- xi. Water entry is strictly prohibited, team members shall never enter the water.

b. TEAM MEMBERS ACKNOWLEDGE:

- i. Participation is voluntary. No one is forcing me to participate. There will be no monetary compensation for my participation.
- ii. I understand and acknowledge volunteering has certain risks. I understand these risks known or unknown, anticipated or unanticipated, may result in injury, death, illness, disease or damage to myself or my property, or to other persons and their property.
- iii. I understand that signing this agreement affects my legal rights and results in my giving up or waiving certain legal rights and I accept this and sign this agreement of my own free will.
- iv. My signature indicates I have read the City of Appleton's Adopt-A-Pond Information, Policies, and Procedures booklet and Participation Agreement, understand it completely, acknowledge that it cannot be modified or changed in any way by oral representations, and agree to be bound by its terms.

- v. The participant does hereby grant and convey unto the City all right, title and interest in any and all images and video or audio recordings made by the City during Participant's activities with the City including, but not limited to, any royalties, proceeds or other benefits derived from such photographs or recordings.

II. TERM PROVISIONS

- a. This agreement shall remain in effect for a two (2) year period and shall be extended for successive two-year periods, subject to the criteria as set out in the Policy and Procedures.

III. INDEMNIFICATION AND HOLD HARMLESS

- a. In consideration of being allowed to volunteer in the Adopt-A-Pond program, I hereby personally assume all risks in connection with this Activity and I hereby agree to hold the City, it's officials, employees, agents and contractors harmless and I waive any right to make claims or bring lawsuits against the City or anyone working on behalf of the City for any injuries or damages related to the alleged negligence of the City. This waiver does not apply to any injuries or damages that are the result of any willful, wanton, or intentional misconduct of the City or anyone acting on behalf of the City.

IV. TERMINATION

- a. If in the sole judgment of the City of Appleton it is determined that a team is not meeting the terms and conditions of this agreement, upon thirty (30) days written notice the City of Appleton may terminate this agreement and remove the sign at the adopted pond and/or recognition on the City's storm water website. The individual volunteer or team may terminate this agreement for any reason upon thirty (30) days written notice to the City of Appleton.

By signing below, you hereby agree to the terms and conditions set forth in this agreement and the Adopt-A-Pond Information, Policies, and Procedures booklet. You also understand and accept the designated Team Representative represents you in all matters pertinent to the Adopt-A-Pond program.

PLEASE PRINT CLEARLY

Team

Name: _____

TEAM MEMBER INFORMATION

Name

Address

Phone

Signature

(Parent/Guardian
Signature if volunteer
is under 18)

1. _____
(Team Representative)

2. _____

3. _____

4. _____

5. _____

6. _____

7. _____

8. _____

Attach additional sheets if necessary

Choose how your Team would like to be recognized for your efforts:

Yes No Recognition by having _____ (insert your team name)
written on a sign posted by the City of Appleton at my adopted pond.

Yes No Recognition by having _____ (insert your team name)
posted on the City of Appleton's Department of Public Work's website.

TO BE COMPLETED BY THE CITY OF APPLETON

This application and agreement is: Approved Denied

By: _____ Date: _____

Commitment Expires: _____

**CITY OF APPLETON
WAIVER AND RELEASE OF LIABILITY FORM
FOR VOLUNTEERS, INTERNS, JOB SHADOWING AND RIDE ALONG PARTICIPANTS**

PLEASE READ CAREFULLY! THIS IS A LEGAL DOCUMENT THAT AFFECTS YOUR LEGAL RIGHTS.

BEFORE SIGNING THIS WAIVER AND RELEASE OF LIABILITY, READ THIS ENTIRE DOCUMENT CAREFULLY. IF YOU SIGN THIS WAIVER AND RELEASE OF LIABILITY AND AN INCIDENT OCCURS RESULTING IN INJURY OR LOSS OF PROPERTY, THEN YOU WILL BE GIVING UP LEGAL RIGHTS THAT YOU MIGHT OTHERWISE HAVE HAD. IF THERE IS ANYTHING IN THIS DOCUMENT THAT YOU DO NOT UNDERSTAND OR IF YOU OBJECT TO ANY PROVISION CONTAINED IN THIS DOCUMENT, YOU SHOULD NOT SIGN THIS DOCUMENT AS IT IS DRAFTED, BUT RATHER SEEK ADVICE FROM YOUR LEGAL COUNSEL. REQUESTS FOR MODIFICATIONS MAY BE DIRECTED TO THE CITY ATTORNEY'S OFFICE AT 920-832-6423 WEEKDAYS BETWEEN 8:00 AM AND 4:00 PM.

This Waiver and Release is executed on the date entered below by the undersigned (the "Volunteer") in favor of the City of Appleton and its elected officials, officers, employees, agents and the like (collectively the "City").

WAIVER AND RELEASE

The Volunteer freely, voluntarily and without duress executes this Waiver and Release under the following terms:

1. For good and valuable consideration including Volunteer's ability to participate in a City sponsored activity or activities, Volunteer (or parent/guardian on behalf of Volunteer who is under 18 years of age) agrees on behalf of Volunteer and Volunteer's heirs, assigns and the like, to hold harmless, indemnify and defend the City of Appleton and its officers, officials, employees and agents from and against any and all liability, loss, damage, expenses, costs (including attorney fees) arising in any way out of Volunteer's participation in the City sponsored activity or activities including, but not limited to, any acts or omissions to act which the Volunteer may commit. However, the City and Volunteer understand that the City is not released from liability for harm incurred by Volunteer which results from the City's intentional or reckless conduct.
2. The Volunteer understands that the activity Volunteer is participating in may involve hazards that are either known or unknown that may subject the Volunteer to the risk of personal injury or death and damage to property and, with that understanding, Volunteer hereby expressly and specifically assumes all risk of injury or harm associated with the activity and releases the City from any and all liability for injury, illness, death or property damage resulting from the Activities and caused by Volunteer or by the negligence of the City.
3. The Volunteer further understands that the City does not assume any responsibility for or obligation to provide financial assistance or other assistance to Volunteer including,

CITY OF APPLETON
WAIVER AND RELEASE OF LIABILITY FORM
FOR VOLUNTEERS, INTERNS, JOB SHADOWING AND RIDE ALONG PARTICIPANTS

but not limited to medical, health, workers compensation or disability insurance in the event of injury or illness. To that end, Volunteer warrants and represents that Volunteer has consulted with a medical doctor with regard to Volunteer's personal medical needs and represents that Volunteer will not engage in any activity for which Volunteer has not received clearance from a medical doctor. Volunteer is aware of any applicable personal medical needs and conditions and has arranged through insurance or otherwise to meet any and all need for payment of medical costs that may accrue or occur while Volunteer is participating in the activity.

4. The City may, but is not obligated to, take any action it considers warranted under the circumstances regarding Volunteer's health and safety and Volunteer does hereby release and forever discharge the City from any claims whatsoever which arise or may hereafter arise on account of any first aid, treatment or service rendered in connection with Volunteer's activities with the City.

EARLY TERMINATION OF SERVICES OR ACTIVITY

The City reserves the right to terminate Volunteer's services or the activity itself at any time with or without cause or notice. Volunteer agrees that although Volunteer is not an employee of the City, Volunteer will act in accordance with all applicable City policies while engaged in the activity.

PHOTOGRAPHIC RELEASE

The Volunteer does hereby grant and convey unto the City all right, title and interest in any and all images and video or audio recordings made by the City during Volunteer's activities with the City including, but not limited to, any royalties, proceeds or other benefits derived from such photographs or recordings.

CONSTRUCTION OF WAIVER AND RELEASE AND SEVERABILITY

The Volunteer expressly agrees that this Waiver and Release is intended to be as broad and inclusive as permitted by the laws of the State of Wisconsin and that this agreement shall be governed and interpreted by Wisconsin law. It is further agreed that nothing in this Waiver and Release shall be construed as a waiver, replacement or forfeiture of any other legal rights and defenses available to the City. The Volunteer agrees that in the event any clause or provision of this Waiver and Release is deemed invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Waiver and Release which shall continue to be enforceable.

[SIGNATURES BEGIN ON THE NEXT PAGE]

CITY OF APPLETON
 WAIVER AND RELEASE OF LIABILITY FORM
 FOR VOLUNTEERS, INTERNS, JOB SHADOWING AND RIDE ALONG PARTICIPANTS

General Description of Activity
<p>Participants in the City of Appleton's Adopt-A-Pond Program will engage in volunteer activities that include collecting and disposing of litter, branches, and other small debris from stormwater pond areas, and visually inspecting the pond and surrounding property for signs of erosion, blockages, or illegal dumping. Activities are limited to land areas within the pond property boundaries; entry into the water is strictly prohibited.</p> <p>Volunteers may be exposed to risks including, but not limited to: slips, trips, and falls on uneven or slippery terrain; contact with insects, wildlife, and vegetation; sharp or hazardous objects such as broken glass, metal, or medical waste; exposure to weather conditions; and proximity to water and steep slopes. Volunteers are expected to exercise caution, wear appropriate clothing and footwear, and follow all safety instructions provided by the City.</p>

Activity Date(s) (Approximate)	
---------------------------------------	--

Volunteer's Name and Address	Emergency Contact
Parent/Guardian Information if Volunteer is under 18	Name and Phone Number
Affiliated Organization	

I CERTIFY THAT I AM AT LEAST 18 YEARS OF AGE AND HAVE READ THE PRECEDING WAIVER AND RELEASE OF LIABILITY THOROUGHLY AND I FULLY UNDERSTAND ITS TERMS AND CONDITIONS AND ENTER INTO IT ON BEHALF OF MYSELF, MY HEIRS, NEXT OF KIN ASSIGNS AND PERSONAL REPRESENTATIVES. NO ONE HAS MADE ANY REPRESENTATIONS, STATEMENTS OR INDUCEMENTS THAT CHANGE OR MODIFY ANYTHING WRITTEN IN THIS WAIVER AND RELEASE OF LIABILITY.

Volunteer's Signature: _____	Date: _____
------------------------------	-------------

IF VOLUNTEER IS UNDER AGE 18, PARENT/GUARDIAN MUST COMPLETE THIS SECTION

AS PARENT, GUARDIAN OR TEMPORARY GUARDIAN WITH LEGAL RESPONSIBILITY FOR THE VOLUNTEER, I CERTIFY THAT I HAVE READ THE PRECEDING WAIVER AND RELEASE OF LIABILITY AND BY SIGNING BELOW CONSENT TO THE NAMED MINOR VOLUNTEER'S PARTICIPATION SUBJECT TO THE TERMS AND CONDITIONS OF THE WAIVER AND RELEASE. NO ONE HAS MADE ANY REPRESENTATIONS, STATEMENTS OR INDUCEMENTS THAT CHANGE OR MODIFY ANYTHING WRITTEN IN THIS WAIVER AND RELEASE OF LIABILITY.

Name of Minor Volunteer (please print): _____	
_____ Signature of Parent or Guardian of Minor Volunteer	Date: _____
_____ Printed Name of Parent or Guardian	

For Office Use Only

CITY OF APPLETON'S ADOPT-A-POND CLEANUP REPORT FORM



Please submit within seven (7) days of the date of the Cleanup.

Pond Name/ ID#: _____ Date of Cleanup: _____

Team Name: _____

Team Representative's Name: _____ Phone Number: _____

Number of Participants: _____ Number of Bags of Trash Collected: _____

Total Hours Worked ([hours per person] x [# of people] = total hours worked): _____

Anticipated Date of Next Cleanup: _____

CLEANUP CHECKLIST

1. Cleanup litter and debris? Yes No
Comments: _____
2. Contact Adopt-A-Pond Coordinator for trash bag pick up? Yes No
Comments: _____
3. Any pond structures appear clogged? Yes No
Comments: _____
4. Signs of animal burrowing? Yes No
Comments: _____
5. Signs of erosion? Yes No
Comments: _____
6. Signs of Illegal Dumping? Yes No
Comments: _____
7. Signs of debris in the water? Yes No
Comments: _____

Other Comments or Observations:

Email completed forms to: Andrew.Pawlowski@appletonwi.gov