

**MEMORANDUM OF AGREEMENT AMONG
PEPSICO, THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY,
AND THE
ILLINOIS STATE HISTORIC PRESERVATION OFFICER
REGARDING THE DEMOLITION OF QUAKER MANUFACTURING, LLC, AT 1703
E. VOORHEES ST. IN DANVILLE, ILLINOIS
(SHPO LOG #013092424)**

WHEREAS, PepsiCo (Owner) plans to or has begun to undertake demolition of Quaker Manufacturing, LLC at 1703 E. Voorhees St. in Danville, IL (the “Building”) which may include ground disturbance (the “Project”); and

WHEREAS, the Project requires a National Pollutant Discharge Elimination System (NPDES) permit (i.e., a General Construction Permit for stormwater pollution control) (“SWPPP”) from the Illinois Environmental Protection Agency (IEPA), thereby making the Project an undertaking subject to review under the Illinois State Agency Historic Resources Preservation Act (20 ILCS 3420) and its implementing rules (17 IAC 4180) (Act); and

WHEREAS, IEPA approved the Owner’s demolition of the building before the commencement of the SWPPP as long as the slab and soils were not disturbed, as documented in Attachment A; and

WHEREAS, demolition of the Building has commenced but the slab and soils have not as yet been disturbed; and

WHEREAS, the Owner has consulted with the Illinois State Historic Preservation Office (SHPO), a Division of the Illinois Department of Natural Resources (IDNR), pursuant to the Act; and

WHEREAS, the SHPO currently resides within IDNR (Office), and the Director of IDNR is the duly designated State Historic Preservation Officer (Officer); and

WHEREAS, on November 14, 2024, the Officer determined that ground disturbance from the Undertaking would have no effect on Archaeological cultural resources.

WHEREAS, on October 30, 2024, the Officer determined that the food production building (Building) within the Complex at 1703 E. Voorhees St. is eligible to be listed on the National Register of Historic Places (NRHP) under Criterion C, with a Period of Significance (POS) of 1968-2024 (year of construction to present) for local significance in the food production industry; and

WHEREAS, the Officer has determined that the Undertaking will have an adverse effect on the Building that is eligible for the NRHP; and

WHEREAS, the Building has not been listed on the NHRP; and

WHEREAS Quaker employees were notified in April 2024 of the plant closure.

NOW, THEREFORE, the Owner, IEPA, and the Officer agree that the Undertaking shall be and has been implemented in accordance with the following stipulations in this Memorandum of Agreement (Agreement) in order to mitigate the adverse effects of this Undertaking to the NRHP-eligible Building.

STIPULATIONS

I. MITIGATION

- A. The Owner shall retain a historical contractor(s) of its choice (Contractor) who meets the Secretary of the Interior's Qualifications (36 CFR Part 61, https://www.nps.gov/history/local-law/arch_stnds_9.htm) to complete a historical recordation according to the measures described below.
1. The Owner will ensure that the mitigation is completed by the Contractor, as stipulated in I. Mitigation.
 2. The recordation must follow the specified guidelines established by the Officer, according to this Agreement.
 3. The Contractor must consult with the Officer, prior to the initiation of the Project to ensure that expectations are understood.
 4. The Officer may approve alterations to the format and/or requirements of the recordation, depending on the circumstances of the Project.
 5. The Contractor shall take exterior photos of the food production building, representing a variety of views and angles.
 6. The Contractor shall take interior photos of the food production building with descriptive captions relating the role of each representative location in food production.
 7. The Contractor shall arrange interior photos in a meaningful order to describe the food production process.
 8. The Contractor shall produce an original narrative report featuring the types of agricultural products used and the function of each, representing the Period of Significance (POS) of the Building from 1968 to 2024.
 9. Fieldwork, in the form of a Contractor's site visits, draft photography, and final photography must take place before the Project may commence.
 10. Upon completion of draft photography, the Contractor shall digitally submit the images and copies of field notes to the Officer for review and comment.
 11. Upon Officer confirmation in writing that all the final photographs to complete the recordation has been collected, the Project may commence.
 12. The Contractor shall prepare and email a 95% draft of the recordation in .pdf format to the Officer for review and comment.
 13. When the Officer accepts the 95% draft submission, in writing, the Contractor

shall incorporate into the recordation any comments that the Officer provides and complete the final documentation.

14. Upon completion of the final documentation, the Owner or Contractor shall submit the following to the Officer:
 - a. One archival clamshell of sufficient size to encapsulate the recordation.
 - b. One copy of the recordation, on archival materials, for deposit in the Abraham Lincoln Presidential Library and Museum.
 - c. One digital record with the complete recordation for posting on the SHPO website.

II. DURATION

This Agreement shall be effective until such time as all of its terms are satisfied, at which point it will be terminated automatically, or it is amended or terminated at some time before all of its terms are satisfied. Prior to such time, the Owner may consult with the other signatories to reconsider the terms of the Agreement and amend it in accordance with Stipulation VI AMENDMENTS below. The Owner shall notify the signatories as to the course of action it will pursue.

III. POST-REVIEW ENCOUNTERS

If potential historic properties are encountered or unanticipated effects on historic properties found, during the Agreement the Owner shall consult with the Officer immediately and make reasonable efforts to avoid, minimize, or mitigate adverse effects to such properties. In the event of an unanticipated encounter of human remains or burials, the Owner understands and agrees that it must immediately stop work within the area of encounter, consult with the Officer, and comply with the Human Remains Protection Act (20 ILCS 3440) and its implementing rules (17 IAC 4170) as administered by IDNR, which provides that no human remains shall be disturbed without a permit issued by IDNR.

IV. MONITORING AND REPORTING

Each year following the execution of this Agreement until it expires or is terminated, Owner shall provide all parties to this Agreement a summary report detailing work undertaken pursuant to its terms. Such report shall include any scheduling changes proposed, any problems encountered, and any disputes and objections received in Owner's efforts to carry out the terms of this Agreement.

V. DISPUTE RESOLUTION

Should any signatory to this Agreement object at any time to any actions proposed or the manner in which the terms of this Agreement are implemented, the Owner shall consult with the signatories to resolve the objection. If the signatories cannot agree regarding a

dispute, the signatories shall utilize the procedures provided in 20 ILCS 3420/4e.

- A. The Owner's responsibility to carry out all other actions subject to the terms of this Agreement that are not the subject of the dispute remain unchanged.

VI. AMENDMENTS

This Agreement may be amended when such an amendment is agreed to in writing by all signatories. The amendment will be effective on the date a copy is signed by all of the signatories.

VII. TERMINATION

If any signatory to this Agreement determines that its terms become impossible to carry out, that party shall immediately consult with the other signatories to attempt to develop an amendment per Stipulations V and VI above. If within thirty (30) days an amendment cannot be reached, any signatory may terminate the Agreement upon written notification to the other signatories.

VIII. COUNTERPARTS; FACSIMILE OR .PDF SIGNATURES

This Agreement may be executed in counterparts, each of which shall be considered an original and together shall be one and the same Agreement. A facsimile or .pdf copy of this Agreement and any signatures thereon will be considered for all purposes as an original.

XI. ATTACHMENTS

Attachment A: LATA Email September 17, 2024

Attachment B: MOA Documentation

EXECUTION of this Agreement by signatories, and the implementation of its terms evidence that the signatories have afforded the Officer an opportunity to comment on the effects of the Undertaking in compliance with the Act.

[Signature Pages to follow]

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(SHPO LOG #013092424)**

SIGNATORY

PEPSICO (OWNER)

Signature: *Kris Nagle* (digitally signed 12-12-24)

Date: 12-12-2024

Name: Kris Nagle

Title: Technical Director

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SIGNATORY

ILLINOIS ENVIRONMENTAL PROTECTION AGENCY (IEPA)

Signature: _____ Date: _____

Name: _____

Title: _____

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(SHPO LOG #013092424)**

SIGNATORY

ILLINOIS DEPUTY STATE HISTORIC PRESERVATION OFFICER (OFFICER)

By: Carey L. Mayer Date: 1/13/2025
Carey L. Mayer, AIA
Deputy State Historic Preservation Officer
Illinois Department of Natural Resources



December 12, 2024

Illinois State Historic Preservation Office
Cultural Resource Protection Program
IDNR-One Natural Resources Way
Springfield, IL 62702-1271

Re: MOA Stipulations for Quaker Danville Food Production Building

To Whom it May Concern:

In signing the attached Memorandum of Agreement (MOA), Quaker notes that the historical contractor (the Contractor) completed work to satisfy the stipulations of the MOA prior to the execution of the MOA. It is Quaker's understanding, based on conversations with your office, that the Contractor will not need to replicate any of this work after the execution of the MOA to satisfy the requirements of the MOA. This work includes, but is not limited to the following:

- Consulting with the Officer on September 19, 2024 via phone, September 26, 2026 by submitting its SWPPP application, and again on November 4, 2024 via telephone to ensure expectations are understood.
- Taking exterior photos of the food production building, representing a variety of views and angles and provided those to the Officer from November 4, 2024 through November 19, 2024.
- Taking interior photos of the food production building with descriptive captions relating the role of each representative location in food production and provided those to the Officer from November 4, 2024 through November 19, 2024.
- Producing an original narrative report featuring the types of agricultural products used and the function of each, representing the Period of Significance (POS) of the Building from 1968 to 2024.
- Fieldwork consisting of site visits, draft photography, and final photography.
- Digitally submitting the images and copies of field notes to the Officer for review and comment from November 4, 2024 through November 19, 2024.
- Preparing and emailing a 95% draft of the recordation in .pdf format to the Officer for review and comment on November 19, 2024.

Sincerely,

Kristen Nagle [signed digitally 12/12/2024]

/s/ Kristen Nagle

Maintenance & Engineering Director, PepsiCo Foods North America

Cc: Carolyn Horner
Juan Malvaiz
Brad Dvorak
D.H. Griffin

Attachment B

From: Roper, Sam
Sent: Tuesday, September 17, 2024 10:09 AM
To: Mark Walsh
Cc: Magee, Regan; Struttmann, Todd
Subject: Quaker Oats Danville Demolition EPA Response

Mark,

Per your request, I reached out to Jeff Holste of Illinois EPA division of water pollution control to gain clarity on the activities that can be performed prior to acceptance of the Storm Water Pollution Prevention Plan (SWPPP).

Mr. Holste stated that the demolition can proceed with activities prior to the SWPPP approval so long as they do not disturb the soils that could carry runoff. He stated that the asbestos removal, ORM removal and the demolition of the buildings to the slabs could be performed so long as those activities do not generate earth disturbance.

Let me know if you have any further questions regarding this.

Thanks,



SAM ROPER

Engineer

 929 Eastwind Dr., Suite 225,
Westerville, OH 43081

 **O:** 614-508-1242

M: 614-204-2560

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 www.LATA.com

SAFETY | SERVICE | RELATIONSHIPS



Quaker Danville Food Production Building



Subject Property from the southeast corner

Front of the building:





Front and east side of the building



Front of the building from the east side

East side of the building:





East side of the building looking northeast



East side of the building looking west

South side of the building:





South side of the building looking west



South side of the building looking north

West side of building:





West side of the building looking southeast



Subject Property from the southwest corner

Inside of building:



Maintenance shop located on the first floor of the building



Overview of the boiler room



Machine shop located on the first floor



Food manufacturing floor

Pancake mix super sack stations on the 2nd floor.



Food processing equipment

Granola cereal weigh belt feeders on the 5th floor.



Pancake mix mixing area on 2nd floor.



Cereal production area on 4th floor.



Granola bar processing 3rd floor.



Granola bar processing 3rd floor.



Granola bar processing 3rd floor.



Granola bar processing 3rd floor.



Cereal processing 4th floor.



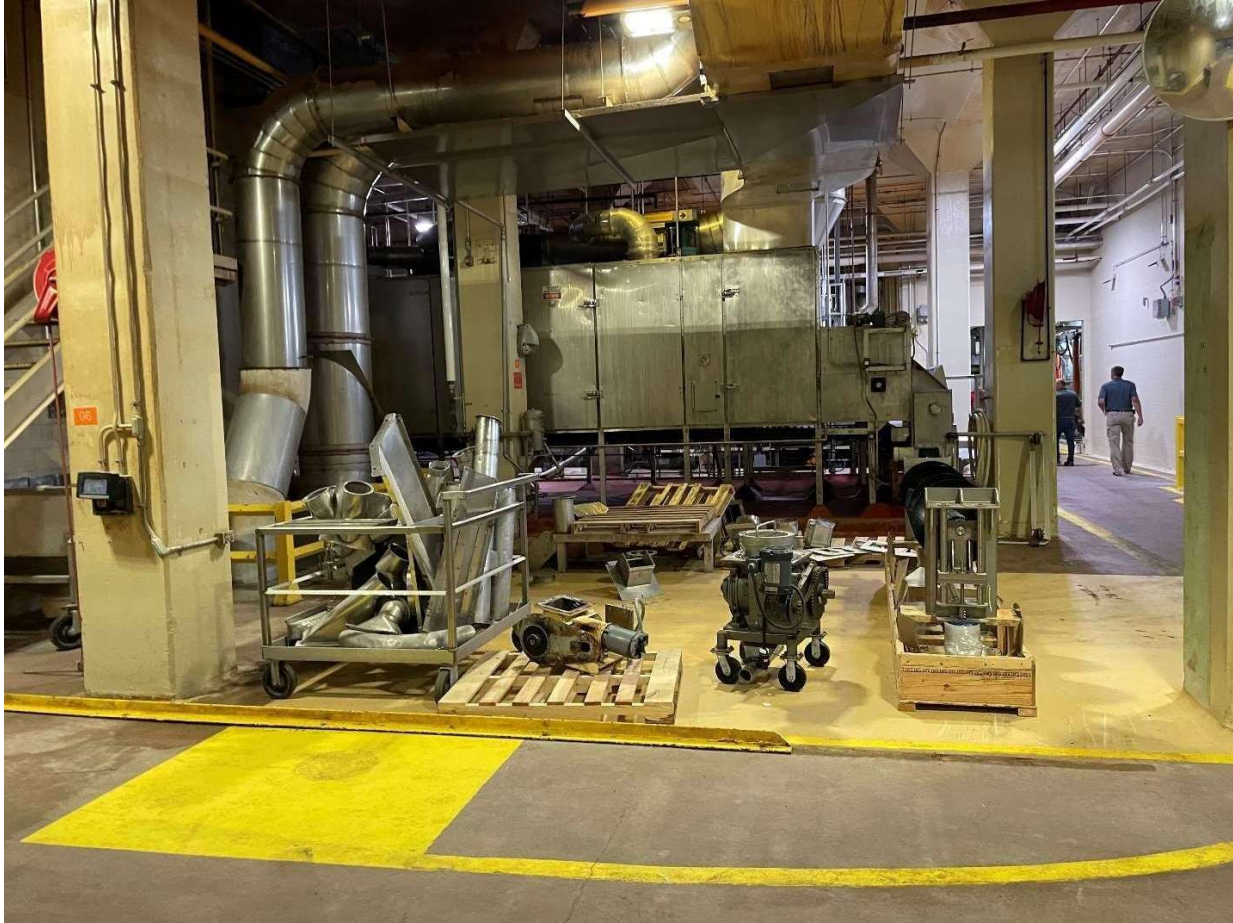
Cereal processing 4th floor.



Cereal processing 4th floor.



Cereal processing 4th floor.



Granola processing 5th floor.



Ingredient hoppers 6th floor.



Milling equipment 6th floor.



Crisped rice storage conveyor 5th floor.



Crisped rice oven 5th floor.



Granola processing 6th floor.



Granola processing 6th floor.



Granola processing storage tanks 6th floor.



Food processing equipment on the fourth floor

Storing conveyor for granola bar production on 4th floor.



Storage tanks 6th floor.



Storage tanks 5th floor.



Pancake mix packaging 1st floor.



Cereal packaging weigher hoppers on 2nd floor.



Food manufacturing equipment on the second floor

Cereal packaging machines on 2nd floor.



Food packaging portion of the plant

Granola bar packaging lines on 1st floor.



Pancake mix packaging 1st floor.



Cereal packaging 2nd floor.

Quaker Danville Operations

1967: Construction begins

1969: Quaker begins production in Danville IL. The plant produced Quaker Quisp and King Vitamin



1972: Quaker adds Simply Granola.



1982: Quaker Chewy Bar Production Line 1 Expansion – This was a new product launch for Quaker. Danville was the sole producer.

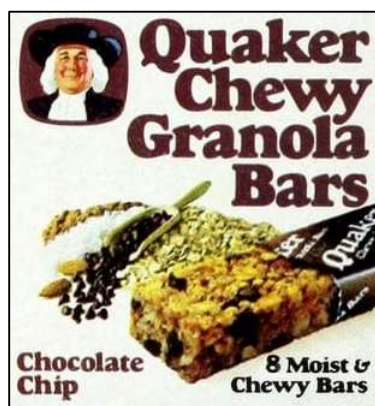
The chew bar line consists of the following equipment:

Slab former, Chip feeder, Cooling Tunnel Spread table, Cutter, Drizzle equipment, Wrappers, Cartoners, Case packers, Palletizer

1st Floor: Chewy Bar Processing, Chewy Bar Packaging

2nd Floor: Chewy Bar Processing

3rd Floor: Chewy Bar Processing



2000: Quaker Chewy Bar Production Line 2 Expansion – Expanded Chewy Bar Production due to demand.

The chew bar line consists of the following equipment: Slab former, Chip feeder, Cooling Tunnel Spread table, Cutter, Drizzle equipment, Wrappers, Cartoners, Case packers, Palletizer

1st Floor: Chewy Bar Processing, Chewy Bar Packaging, Associate Support Facilities

2nd Floor: Chewy Bar Processing

3rd Floor: Chewy Bar Processing

2004: Pearl Milling Pancake Mix lines are added. Added as additional capacity to support other manufacturing facilities.

The pancake mix line consists of the following equipment: Mixing equipment, Mix transfer equipment, Filling equipment, Cartoner, Case packer, Palletizer



2023: Production: Quaker Chewy Granola Bars, Pearl Milling Pancake Mix, Quaker Simply Granola Cereal, Captain Crunch Cereal, and Quaker Oat Squares Cereal. The site has one main plant floor and a 6-story building, approximately 500,000 square feet.

Operations: Bulk Unloading, Oat Flaking, Wheat Flaking, Rice Popping, Dry Mix Blending, Processing (various), Packaging (various), Warehousing, Utilities, Water Treatment, Guard House, Rail Car Unload

Plant Square Footage Breakdown

1 st Floor Square Footage	265,000
2 nd Floor Square Footage	50,000
3 rd Floor Square Footage	50,000
4 th Floor Square Footage	45,000
5 th Floor Square Footage	45,000
6 th Floor Square Footage	45,000
Total Square Footage	495,000

1st Floor Square Footage Breakdown

Processing Square Footage	55,000
Packaging Square Footage	58,000
Warehouse	105,000
Utilities	28,000
Office	19,000
Total Square Footage	265,000

1st Floor: Bulk Storage Tanks, Pancake Mix Packaging, Granola Toting, Palletizing, Warehousing, Associate Support Facilities (Offices, Locker Rooms, Cafeteria), Maintenance Shop, Utilities

2nd Floor: Granola Packaging, Cereal Packaging, Cereal Toting

3rd Floor: Oat Flaking, Wheat Flaking, Granola Processing, Cereal Processing

4th Floor: Oat Flaking, Wheat Flaking, Cereal Processing, Pancake Mix Processing

5th Floor: Oat Flaking, Wheat Flaking, Granola Processing, Cereal Processing, Pancake Mix Processing

6th Floor: Oat Flaking, Wheat Flaking, Granola Processing, Cereal Processing, Pancake Mix Processing

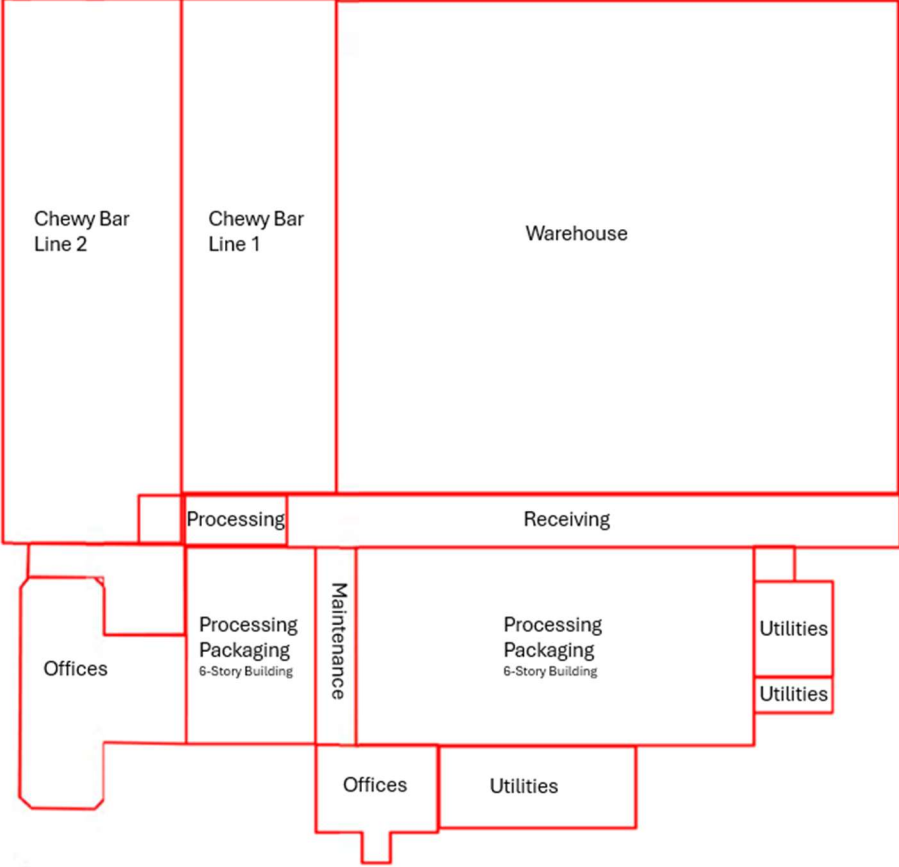


Figure 1: Diagram of the building layout on the first floor.