



VILLAGE OF RIVER FOREST
HISTORIC PRESERVATION COMMISSION MEETING
Wednesday, November 15th, 2023 – 7:00 PM
Village Hall – 400 Park Avenue – River Forest, IL 60305 2nd
Floor Conference Room

AGENDA

Public comments sent in advance of [the meeting](#) are shared with the Commission. You may submit your written public comments via email in advance of the meeting to: lmaseila@vrf.us. This meeting will take place **in the 2nd Floor Conference Room** at Village Hall.

You may listen to the meeting via Zoom conference call as follows: **Zoom Conference Call: Dial-in number: 312-626-6799 with meeting ID: 969 977 4078 Zoom Link: <https://us02web.zoom.us/j/9699774078>**

The agenda is as follows:

- I. Call to Order
- II. Approval of Meeting Minutes – August 24th, 2023
- III. Public Comment
- IV. Discussion of Contributing or Noteworthy Properties to Consider for Significant Property Status
- V. Discussion Regarding Promotion of River Forest Architecture and History
 - a. Continued discussion on Martin Braun and the Auvergne Neighborhood
- VI. Discussion of Additional Ways to Protect Significant Properties
- VII. Other Business
- VIII. Adjournment

VILLAGE OF RIVER FOREST HISTORIC PRESERVATION COMMISSION MEETING MINUTES

August 24th, 2023

A meeting of the Historic Preservation Commission was held on August 24th, 2023 at 7:00 p.m. in the First Floor Community Room at the River Forest Village Hall, 400 Park Avenue.

I. CALL TO ORDER/ROLL CALL

The meeting was called to order at 7:00 p.m. Upon roll call, the following persons were:

Present: Chairman Franek, Commissioners Krusinski, Saeger, Graham-White

Absent: Commissioners Raino-Ogden, Forehand, Muhr

Also Present: Management Analyst/Deputy Clerk Luke Masella

II. APPROVAL OF MEETING MINUTES – JULY 20th, 2023

Chairmen Franek asked that on page two of the meeting minutes, the word “surrounding” in paragraphs three and four be changed to, “regarding.”

A MOTION was made by Commissioner Saeger and SECONDED by Commissioner Graham-White to approve the meeting minutes as revised for the July 20th, 2023, meeting.

AYES: Chairman Franek, Commissioners Krusinski, Saeger, Graham-White

NAYS: None.

Motion Passes.

III. PUBLIC COMMENT

None.

IV. APPLICATION FOR CERTIFICATE OF APPROPRIATENESS - 563 PARK AVE - HOME

Chairmen Franek invited the applicant from 563 Park Ave, Dylan Keiser, up to the podium to give background on the home and the application for a Certificate of Appropriateness.

Mr. Keiser provided background information on the home and the application.

Mr. Keiser stated they will do their best to keep the original trim intact.

Chairman Franek asked if any members of the commission had questions or comments.

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The commission and the applicant had a conversation regarding critter remediation. Commissioner Saeger stated she was happy with type of siding the applicant chose.

Chairman Franek thanked the applicant for their attention to detail in their application and shared a story about his own experiences with animals in his home.

A MOTION was made by Commissioner Saeger and SECONDED by Commissioner Graham-White to approve Certificate of Appropriateness application for 563 Parke Avenue.

AYES: Chairmen Franek, Commissioners Krusinski, Saeger, Graham-White.

NAYS: None.

Motion Passes.

V. REVIEW OF APPLICATION FOR CERTIFICATE OF APPROPRIATENESS FOR COMPLETENESS - 604 BONNIE BRAE - HOME

Chairman Franek asked the commission if they had any questions or comments about the application.

Commissioner Saeger pointed out some discrepancies between the Plat of Survey and the drawings regarding the height of the home.

Chairmen Franek stated that the new delineations added to the application have eased his concerns from the previous meeting.

A MOTION was made by Commissioner Krusinski and SECONDED by Commissioner Saeger to accept the application for Certificate of Appropriateness at 604 Bonnie Brae as complete.

AYES: Chairmen Franek, Commissioners Krusinski, Saeger, Graham-White.

NAYS: None.

Motion Passes.

VI. CONSIDERATION OF APPLICATIONS FOR HISTORIC PRESERVATION AWARDS

a. 210 Gale Avenue - Garage

Chairmen Franek gave background on the application and his thoughts on which award would be relevant for this project.

Commissioner Saeger stated that the project is well done and that the project could also be considered for the Streetscape Compatibility Award. Chairmen Franek agreed.

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Deputy Clerk Masella stated that he thought Commissioner Forehand was responsible for asking the applicant to submit an application for the awards.

A MOTION was made by Commissioner Saeger and SECONDED by Commissioner Krusinski to award the Streetscape Compatibility Award to the owners of 210 Gale.

AYES: Chairmen Franek, Commissioners Krusinski, Saeger, Graham-White.

NAYS: None.

Motion Passes.

b. 727 Keystone Avenue - Rear Addition

Chairmen Franek noted that the rear addition added to the property is nearly seamless and noted being impressed with the work.

Commissioner Saeger noted being impressed with the work done as well.

Chairmen Franek suggested the commission consider the Laurel McMahon Restoration Award or the Renovation Award.

Commissioner Saeger suggested the commission wait until after reviewing the next award at 823 Keystone to make a decision.

c. 823 Keystone Avenue - Siding, Roof, Front Porch, and Landscaping

Chairmen Franek complimented the improvements made to the appearance of the home.

Commissioner Saeger stated that the applicants did a lovely job.

Chairmen Franek asked the commission if they had any thoughts on which awards will be given to 727 Keystone and 823 Keystone.

Commissioner Saeger asked if the work done at 727 Keystone can be considered renovation.

She also wondered if it would have been possible to even recreate the original architectural features at 823 Keystone with modern building codes.

Chairmen Franek stated there is nothing to suggest that the commission cannot present the same award to multiple applicants.

He also stated he thought the Laurel McMahon Restoration Award would be applicable for 823 Keystone and the Renovation Award would be appropriate for 727 Keystone.

Commissioner Seager agreed.

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A MOTION was made by Commissioner Saeger and SECONDED by Commissioner Graham-White to award the Renovation Award to the owners of 727 Keystone.

AYES: Chairmen Franek, Commissioners Krusinski, Saeger, Graham-White.

NAYS: None.

Motion Passes.

A MOTION was made by Commissioner Saeger and SECONDED by Commissioner Graham-White to award the Laurel McMahon Restoration Award to the owners of 823 Keystone.

AYES: Chairmen Franek, Commissioners Krusinski, Saeger, Graham-White.

NAYS: None.

Motion Passes.

Chairmen Franek commented that this may have been the most robust discussion the commission has had surrounding awards in some time. He noted that this speaks to the quality of the work done by the applicants.

VII. DISCUSSION OF CONTRIBUTING OR NOTEWORTHY PROPERTIES TO CONSIDER FOR SIGNIFICANT PROPERTY STATUS

Chairmen Franek gave an update on the proposed architectural survey. He noted Commissioner Raino-Ogden volunteered to assist with photos for the project and that this in turn will cause a modest revision to the original proposal.

Deputy Clerk Masella noted that staff would like to share the proposal with the Village Board and Village President before committing the proposed survey.

VIII. DISCUSSION OF ADDITIONAL WAYS TO PROTECT SIGNIFICANT PROPERTIES

None

IX. DISCUSSION REGARDING PROMOTION OF RIVER FOREST ARCHITECTURE AND HISTORY.

Commissioner Saeger provided an update on her research regarding the Martin H. Braun development area on River Oaks and Auvergne. She also passed out an ad for the homes from when they were built.

Chairmen Franek asked if 505 Auvergne was originally part of the same lot as 515 Auvergne.

Commissioner Saeger stated she did not know.

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Commissioner Graham-White pointed out that in the ad, the development is referred to as “restricted” and noted many of the negative connotations this word used to hold in the real estate world.

Chairmen Franek agreed that “restricted” was used in the past in reprehensible real estate practices. He noted that there was a chance that the word was used in relation to the designs of the homes in the area.

Chairmen Franek stated that if there was a restricted covenant that attempted to keep groups of people out of the area, it would be in the original deed. He also commented that if there are restricted covenants in the deeds of these homes, it casts this neighborhood in a different light.

The Commission agreed to postpone any further considerations regarding this neighborhood until further research is done regarding the deeds of the homes.

Commissioner Saeger stated she would attempt to locate the original deeds of the homes.

X. OTHER BUSINESS

None.

XI. ADJOURNMENT

A MOTION was made by Commissioner Krusinski and SECONDED by Commissioner Saeger to adjourn the August 24th, 2023 meeting of the Historic Preservation Commission at 8:12 p.m.

AYES: Chairman Franek, Commissioners Krusinski, Saeger, Graham-White

NAYS: None.

Motion Passes and the meeting ended at 8:12 PM.

Respectfully submitted:

Luke Masella
Deputy Clerk/Management Analyst

Approved:

David Franek, Chairman
Historic Preservation Commission

Date

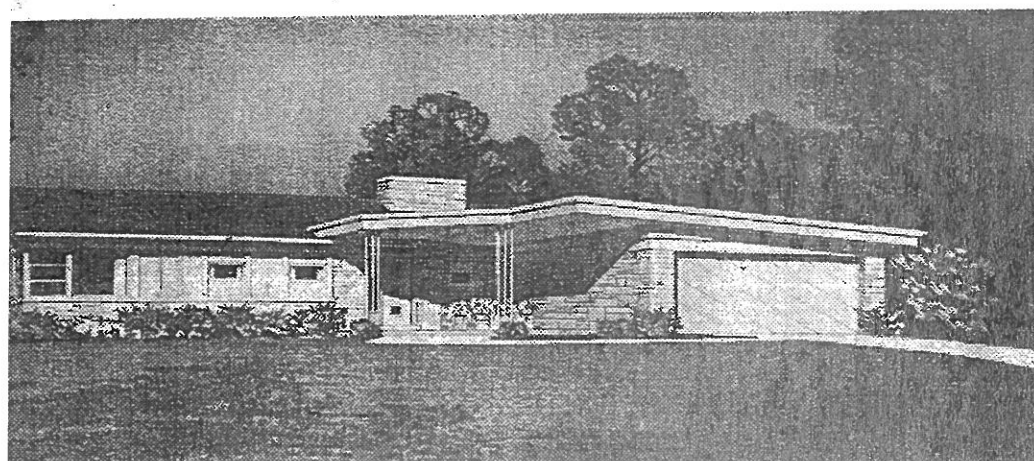
The company offers its famous fences and railings which are suitable for factories, refineries,

for the rapid development of the business and who has furnished many of the ideas that are built into its superior products. Mr. [unclear] has [unclear] and time [unclear] ingh [unclear] f [unclear]

Live in Tomorrow's House

IN
**RIVER FOREST'S
NEWEST RESTRICTED DEVELOPMENT**
BY
MARTIN H. BRAUN

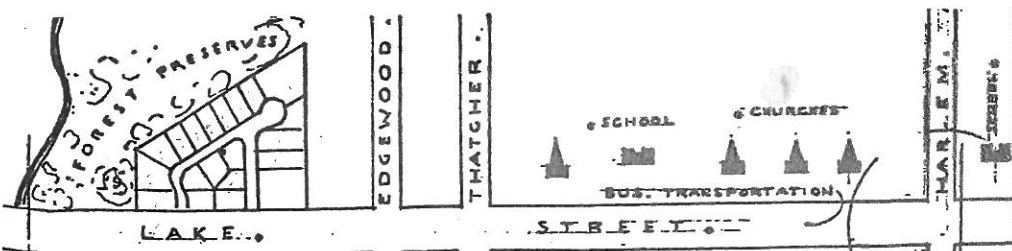
O.L. 3/16/1950 P. 44



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Modern Exterior of Lannon Stone with Tile Roof.
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3 Bathrooms 2 Fireplaces Gay Rumpus Room Many Closets
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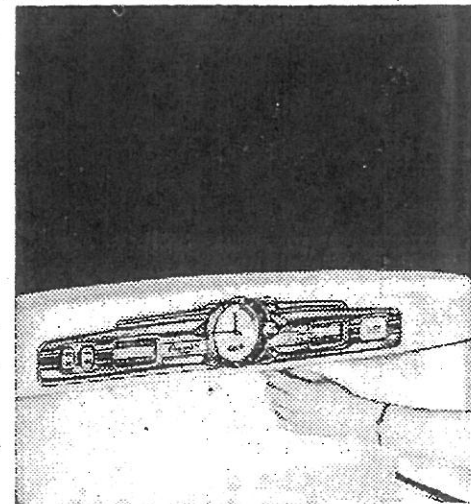
CALL OR WRITE

T. MARQUARDT & CO.

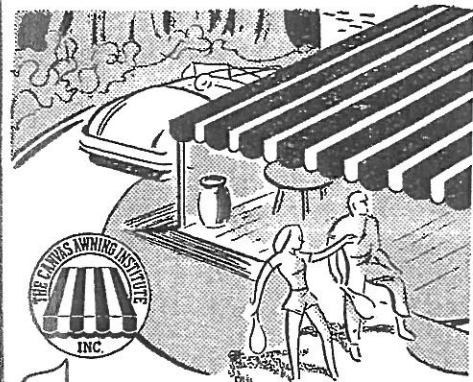
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500 MADISON ST., Forest Park

Forest 6-2800
Estebrook 8-0551



The details that make cooking a overlooked in modern gas cookery. reminders, range lights and electric use of auxiliary cooking appliances are veniences featured in the newest mod



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gation whatever on your par

50th ANNIVERSARY

**WILLIAMS
Awning Co.**
6606 W. ROOSEVELT RD.

This Indenture Witnesseth: That the Grantor S. MARTIN H. BRAUN
and DOROTHY T. BRAUN, his wife,

of the County of Cook and State of Illinois for and in consideration
of Ten..... Dollars,

and other good and valuable considerations in hand paid, the receipt whereof is hereby acknowledged, Convey
and Quit-Claim..... unto the OAK PARK NATIONAL BANK, OAK PARK, ILL., a National Banking Associa-
tion, as Trustee under the provisions of a trust agreement dated the 22nd day of
December 19 48, known as Trust Number 2063, the following

described real estate in the County of Cook and State of Illinois, to-wit:

Lot five (5) in Martin H. Braun's River Oaks Resubdivision of
parts of Lots 1, 2, 3, 4 and 5 in the Subdivision of Auvergne in
North East quarter of Section 11, Township 39 North, Range 12, East
of the Third Principal Meridian, according to plat of said Resub-
division, recorded October 20, 1948, as Document 14426135,

Subject to all of the restrictions and covenants hereto attached
and made a part and parcel of this deed.

COVENANTS AND RESTRICTIONS RUNNING
WITH LAND

1. No building shall be erected or maintained upon the property herein being sold, except as a single family dwelling house of not more than one and one-half stories in height, with one private attached garage, or said private garage to be attached to the house by means of a breezeway, and to be occupied for residential purposes only.

2. No work shall be commenced for the construction of any house, garage, fence or wall or any other structure, upon said lot, prior to submitting a plan, sketch or drawing showing all exterior elevations to Martin H. Braun and Co., or its successors or assigns for approval, and no material change or deviation from the plan, sketch or drawing as approved shall be made without first obtaining like approval thereof, and any construction upon such lot shall conform with the approved plan, sketch or drawing. In the event said Martin H. Braun and Co. shall refuse, or be unable to act within thirty (30) days when required hereunder, then, and in that event, the owner of the dwelling house on the lands hereinabove described nearest to the location where the intended construction is to be erected, may appoint an Architect to represent him and the person seeking such approval may appoint an architect to represent him, and the two architects, so appointed, shall, between them, appoint a third, which three shall constitute a Board, from which such approval may be sought. The agreement of any two of the three architects shall be binding. The fees of each of said architects shall not exceed Ten Dollars (\$10.00), to be paid by the person seeking the approval.

3. No buildings shall be erected, permitted or suffered to be erected, constructed or placed upon any single lot of the hereby granted premises, or any part thereof, unless the same shall contain at least two thousand square feet (2000 sq.ft.) of habitable floor area, exclusive of basement, utility room, breezeway or garage.

4. No building or structure, nor any part of a building, excepting the steps or uncovered stone porches, shall be placed upon the front of said building except for roof projection, provided, however, that said steps or porches may not in any event extend beyond twenty (20) feet from the front line of said premises.

5. No building, exclusive of garage unattached, without living quarters, shall occupy more than fifty percent of the area of a single building lot and such building lot shall be not less than sixty (60) feet width at the established building line.

6. No interest in any of said described real estate shall be conveyed, leased, or otherwise acquired by any person other than of the Caucasian Race, nor shall any person, other than of the Caucasian Race be permitted to occupy the said real estate, other than domestic servants employed by the occupants thereof.

7. No chickens, fowl or livestock, except pet cats, dogs or birds, shall be kept or harbored on said premises, and not more than two of any such animals shall be kept or maintained on any one of such lots or any such residence if such residence is created on more than one lot.

8. All wiring and other equipment for gas, electricity, telephone and other public utilities must be installed underground on said premises from the lot line to the building erected upon any lot.

9. Martin H. Braun and Co., or its successors in trust and assigns, hereby reserves the right, privilege and authority to install, directly or through agents, and to repair and maintain poles, conduits, wires, mains and other equipment for gas, electricity, telephone and other public utilities in, over, upon and under said premises.

10. Invalidatation of any one of the covenants and restrictions, by judgment or court order, or in any other manner shall in no wise affect any of the other provisions herein.

11. The foregoing covenants, restrictions, conditions and reservations shall be binding upon all grantees, their heirs, personal representatives, successors and assigns.

TO HAVE AND TO HOLD the said premises with the appurtenances upon the trusts and for the uses and purposes herein and in said trust agreement set forth.

Full power and authority is hereby granted to said trustee to improve, manage, protect and subdivide said premises or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof, and to resubdivide said property as often as desired, to contract to sell, to grant options to purchase, to sell on any terms, to convey either with or without consideration, to convey said premises or any part thereof to a successor or successors in trust and to grant to such successor or successors in trust all of the title, estate, powers and authorities vested in said trustee, to donate, to dedicate, to mortgage, pledge or otherwise encumber said property, or any part thereof, to lease said property, or any part thereof, from time to time, in possession or reversion, by leases to commence in present or in futuro, and upon any terms and for any period or periods of time, not exceeding in the case of any single demise the term of 99 years, and to renew or extend leases upon any terms and for any period or periods of time and to amend, change or modify leases and the terms and provisions thereof at any time or times hereafter, to contract to make leases and to grant options to lease and options to renew leases and options to purchase the whole or any part of the reversion and to contract respecting the manner of fixing the amount of present or future rentals, to partition or to exchange said property, or any part thereof, for other real or personal property, to grant easements or charges of any kind, to release, convey or assign any right, title or interest in or about or easement appurtenant to said premises or any part thereof, and to deal with said property and every part thereof in all other ways and for such other considerations as it would be lawful for any person owning the same to deal with the same, whether similar to or different from the ways above specified, at any time or times hereafter.

In no case shall any party dealing with said trustee in relation to said premises, or to whom said premises or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said trustee, be obliged to see to the application of any purchase money, rent, or money borrowed or advanced on said premises, or be obliged to see that the terms of this trust have been complied with, or be obliged to inquire into the necessity or expediency of any act of said trustee, or be obliged or privileged to inquire into any of the terms of said trust agreement; and every deed, trust deed, mortgage, lease or other instrument executed by said trustee in relation to said real estate shall be conclusive evidence in favor of every person relying upon or claiming under any such conveyance, lease or other instrument, (a) that at the time of the delivery thereof the trust created by this indenture and by said trust agreement was in full force and effect, (b) that such conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained in this indenture and in said trust agreement or in some amendment thereof and binding upon all beneficiaries thereunder, (c) that said trustee was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument and (d) if the conveyance is made to a successor or successors in trust, that such successor or successors in trust have been properly appointed and are fully vested with all the title, estate, rights, powers, authorities, duties and obligations of its, his or their predecessor in trust.

The interest of each and every beneficiary hereunder and of all persons claiming under them or any of them shall be only in the earnings, avails and proceeds arising from the sale or other disposition of said real estate, and such interest is hereby declared to be personal property, and no beneficiary hereunder shall have any title or interest, legal or equitable, in or to said real estate as such, but only an interest in the earnings, avails and proceeds thereof as aforesaid.

If the title to any of the above lands is now or hereafter registered, the Registrar of Titles is hereby directed not to register or note in the certificate of title or duplicate thereof, or memorial, the words "in trust," or "upon condition," or "with limitations," or words of similar import, in accordance with the statute in such case made and provided.

And the said grantor S hereby expressly waive and release any and all right or benefit under and by virtue of any and all statutes of the State of Illinois, providing for the exemption of homesteads from sale on execution or otherwise.

In Witness Whereof, the grantor S aforesaid has hereunto set their hand S and seal S this 31st day of December 1948.



—[Seal]—

—[Seal]—

Walter W. Brown

Booth T. Brown

—[Seal]—

—[Seal]—

STATE OF Illinois
COUNTY OF Cook SS.

I, Muriel E. Reihner

a Notary Public in and for said County, in the State aforesaid, do hereby certify that
Martin H. Braun and Dorothy T. Braun, his wife,

personally known to me to be the same person S whose name S are
subscribed to the foregoing instrument, appeared before me this day in person and
acknowledged that they signed, sealed and delivered the said instrument
as their free and voluntary act, for the uses and purposes therein set forth,
including the release and waiver of the right of homestead.

GIVEN under my hand and notarial

seal this

31st day of December

A. D. 19 48.

Muriel E. Reihner

Notary Public.



TRUST NO. 2063

3170114

BOX 47

DEED IN TRUST
QUIT CLAIM DEED

MARTIN H. BRAUN and
DOROTHY T. BRAUN, his wife,

TO
OAK PARK NATIONAL BANK
A TRUST COMPANY
OAK PARK, ILL.
TRUSTEE

14481262

STATE OF ILLINOIS
COOK COUNTY
FILED FOR RECORD

1949 JAN 19 AM 11 05

AND RECORDED IN
BOOK PAGE
RECORDED

Victor L. Schlegel

Shelley v. Kraemer

PETITIONER

J. D. Shelley and Ethel Lee Shelley et al.

RESPONDENT

Louis Kraemer and Fern Kraemer

LOCATION

The Kraemers' Property

DOCKET NO.

72

DECIDED BY

Vinson Court (/courts?court=Vinson Court)

LOWER COURT

Supreme Court of Missouri

CITATION

334 US 1 (1948)
(<https://supreme.justia.com/cases/federal/us/334/1/>)

ADVOCATES

Philip B. Perlman (advocates/philip_b_perlman)
Solicitor General, Department of Justice, as amicus curiae, by special leave of Court

ARGUED

Jan 15 – 16, 1948

George L. Vaughn (advocates/george_l_vaughn)
for the petitioners in No. 72

DECIDED

May 3, 1948

Herman Willer (advocates/herman_willer)
for the petitioners in No. 72

Gerald L. Seegers (advocates/gerald_l_seegers)
for the respondents in No. 72

Loren Miller (advocates/loren_miller)
for the petitioners in No. 87

Thurgood Marshall (advocates/thurgood_marshall)
for the petitioners in No. 87

Henry Gilligan (advocates/henry_gilligan)

for the respondents in No. 87 and the respondents in Nos. 290 and 291

James A. Crooks (advocates/james_a_crooks)

for the respondents in No. 87 and the respondents in Nos. 290 and 291

Charles H. Houston (advocates/charles_h_houston)

for the petitioners in Nos. 290 and 291

Phineas Indritz (advocates/phineas_indritz)

for the petitioners in Nos. 290 and 291

Facts of the case

In 1911, a St. Louis, Missouri neighborhood enacted a racially restrictive covenant designed to prevent African-Americans and Asian-Americans from living in the area. In 1945, an African-American family (the Shelleys) moved into the neighborhood. Louis Kraemer brought suit to enforce the covenant and prevent the Shelleys from moving into their house. A similar lawsuit arose in Detroit, Michigan. Both state supreme courts enforced the covenants because they were private rather than state action. The Supreme Court consolidated the cases on appeal.

Question

Does the enforcement of a racially restrictive covenant violate the Equal Protection Clause of the Fourteenth Amendment?

Conclusion

Sort: by seniority by ideology

UNANIMOUS DECISION FOR SHELLEY

MAJORITY OPINION BY FRED M. VINSON

Although restrictive covenants did not fall under constitutional protection, state enforcement of such covenants violate the Equal Protection Clause of the Fourteenth Amendment

Stanley Reed William O. Douglas Robert H. Jackson Harold Burton



Fred M. Vinson Felix Frankfurter Frank Murphy Wiley B. Rutledge Hugo L. Black

In a unanimous opinion authored by Justice Fred Vinson, the Court held that standing alone, racially restrictive covenants do not violate the Fourteenth Amendment. Private parties may abide by the terms of such a covenant, but they may not seek judicial enforcement of such a covenant, as that would be a state action. Thus, the enforcements of the racially restrictive covenants in state court violated the Equal Protection Clause of the Fourteenth Amendment.

Cite this page

[APA](#) [Bluebook](#) [Chicago](#) [MLA](#)

"Shelley v. Kraemer." Oyez, www.oyez.org/cases/1940-1955/334us1. Accessed 9 Nov. 2023.