

**BASIC INSTRUCTIONS**  
**FOR GUARDIANS AND CONSERVATORS**

**January 1, 2009**

Revised and Updated - 2017

Kansas Judicial Council

## Preface

These basic instructions for guardians and conservators were prepared by the Guardianship and Conservatorship Advisory Committee of the Kansas Judicial Council. After their original publication in January 2009, the instructions were revised and updated in June 2015 and again in 2017. The instructions constitute the basic instructional program concerning the duties and responsibilities of a guardian and conservator required by K.S.A. 59-3069(j). After reading these instructions, a proposed guardian or conservator should sign the affidavit of completion at the end of this booklet and file it with the court as evidence of completion of the basic instructional program.

## Table of Contents

Definitions .....	1
Guardian's Powers and Duties.....	1
Conservator's Powers and Duties .....	3
Responsibilities to the Court	
Required Training .....	5
Oath.....	6
Bond .....	6
Letters .....	6
Guardianship and/or Conservatorship Plans .....	6
Inventory and Valuation .....	7
Annual Accounting.....	7
Guardian's Annual Report on the Ward's Condition .....	7
Special Reports and Accountings.....	7
Reimbursement for Time and Expenses .....	8
How a Guardianship or Conservatorship Ends .....	8
Conflicts of Interest.....	9
Additional Resources .....	9
Sample Forms	
Inventory and Valuation - Instructions for Completing .....	10
Sample Inventory and Valuation.....	11
Annual Accounting - Instructions for Completing .....	14
Sample Annual Accounting .....	16
Sample Report on Condition of Guardian's Ward.....	21
Affidavit of Completion of Basic Instructional Program.....	last page

## **BASIC INSTRUCTIONS FOR GUARDIANS AND CONSERVATORS**

### **Definitions of Words You Need to Know:**

**Guardian** - A guardian is a person appointed by a court to act on behalf of a minor or impaired person, who is called a “ward.” A guardian manages a ward’s personal health, safety, and welfare.

**Ward** - A ward is a person for whom a guardian has been appointed. A ward may be either a minor or an adult person with an impairment.

**Conservator** - A conservator is a person appointed by a court to act on behalf of a minor or impaired person, who is called a “conservatee.” A conservator manages a conservatee’s property or “estate,” such as money, personal and real property.

**Conservatee** - A conservatee is a person for whom a conservator has been appointed. A conservatee may be a minor, an adult person with an impairment, or a person who has voluntarily requested a conservatorship.

**Accounting** - A detailed written summary of all financial actions done by the conservator on behalf of the conservatee.

**Bond** - A bond is similar to an insurance policy and is usually purchased from an insurance company. It is intended to protect the conservatee’s property should the conservator mismanage the person’s estate.

**NOTE:** Sometimes, a person is appointed as both a guardian and conservator. In that case, the person they are helping may be called either a ward or conservatee, or both.

### **What Are a Guardian’s Powers and Duties?**

The basic duties, responsibilities, powers and authorities of guardians are defined by statute and can be found at K.S.A. 59-3075. The following is a general overview.

A guardianship is a legal proceeding filed to protect an impaired person, who is called a “ward.” A guardian manages a ward’s personal health, safety, and welfare. If the court appoints you as guardian your job is separate from the duties of a conservator, though the court may appoint the same person to serve in both roles. As guardian you are always subject to the control and direction of the court. After a hearing to determine whether a guardianship is necessary, a court order will be issued. Your attorney should

provide you with a copy of that court order.

State law and the court define a guardian's power and set the rules to be followed when caring for the ward. At all times, a guardian is under the court's direction and control. A guardian must always act in the ward's best interest and use reasonable care and attention. **EACH YEAR THE GUARDIAN MUST FILE A REPORT WITH THE COURT TELLING THE COURT ABOUT THE GUARDIAN'S ACTIONS AND THE WARD'S CONDITION.**

As a guardian, your job is to get to know the ward and the ward's family, friends, and care givers. You should use your authority only as needed and allow the ward to take part in decisions. You should consider the ward's personal desires and values when making decisions on the ward's behalf. You should encourage the ward to make decisions, develop skills for daily living, and do as much as the ward can on his or her own.

The law does **NOT** require you as guardian to use your own personal money or other assets for support of the ward solely because you have been appointed as guardian. **However**, if you are the parent or spouse of the ward, you may have a personal duty to support the ward. For example, each parent has a legal duty to support his or her minor child by paying the ordinary expenses of the child's care, treatment, housing and education.

You are not liable to other persons for the acts of the ward solely because you have been appointed as guardian. This means you are not responsible to anyone else for something that the ward has done simply because you are the guardian.

You should protect the ward's personal, civil, and human rights. The law requires that you **MUST ALWAYS** act in the best interest of the ward and exercise reasonable care, diligence, and good sense.

**A guardian has the following general duties, responsibilities, powers and authorities, which may be exercised without getting additional court approval:**

1. If the ward is a minor, to have custody and control of the minor and to provide for the minor's care, treatment, housing, education, support and maintenance;
2. If the ward is an adult, to take charge of the person of the ward and to provide for the ward's care, treatment, housing, education, support and maintenance;
3. To consider and either provide on behalf of the ward necessary or required consents or refuse the same (e.g. release of medical records; consent to services and supports provided);
4. To assure that the ward lives in the least restrictive setting that meets the ward's needs and is reasonably available;
5. To assure that the ward receives all necessary and reasonably available medical

care or services to preserve the ward's health. This also includes assisting the ward to develop or retain skills and abilities;

6. To consent to experimental procedures only if approved by an institutional review board or committee;
7. To protect the health, safety and welfare of the ward;
8. To revoke a durable power of attorney for health care decisions; and
9. To make necessary arrangements for the ward's funeral, burial or cremation.

**As a guardian, you may NOT take any of the following actions UNLESS the supervising court issues a written order approving the action(s):**

1. Consent to adoption of the ward;
2. Consent to any psychosurgery, organ or limb removal except in a life threatening emergency or to prevent lasting impairment to the ward's physical health;
3. Consent to sterilization of the ward;
4. Consent to withholding or withdrawal of life-saving medical care unless the ward previously made a written advance directive (living will, durable power of attorney for health care decisions, or similar document) that meets legal requirements;
5. Have any control over the ward's property, unless the Letters of Guardianship authorize you to do so **AND** the value of the ward's property is less than \$10,000;
6. Place the ward in a psychiatric treatment facility;
7. Access digital assets of the ward, such as online accounts, pictures and music stored electronically, social media accounts, etc.;
8. Pay the guardian or the guardian's attorney a fee; or
9. Dispose of property after the ward's death.

**As a guardian, you may NEVER take any of the following actions:**

1. Prohibit the marriage or divorce of the ward; or
2. Consent to termination of the ward's parental rights.

### **What Are a Conservator's Powers and Duties?**

#### **THESE DUTIES APPLY TO BOTH VOLUNTARY AND INVOLUNTARY CONSERVATORSHIPS**

The basic duties, responsibilities, powers and authorities of conservators are defined by statute and can be found at K.S.A. 59-3078. The following is a general overview.

A conservatorship is a lawsuit filed to protect the property of an impaired person, who is called a "conservatee." After a hearing to determine whether a conservatorship

is necessary, a court order will be issued. Your attorney should provide you with a copy of that court order. Before the court will issue you Letters of Conservatorship, you must be bonded unless the court waives the bond. If the court appoints you as conservator, your responsibilities are separate from the duties of a guardian and your job is to manage the conservatee's property. The conservatee's property is called his or her "estate." As conservator, you are always subject to court control and direction.

State law and the court define your power, as conservator, and set the rules you must follow when managing the conservatee's property. As conservator, you must always act in the best interest of the conservatee.

Your first duty, as conservator, is to open a bank account under the conservatee's social security number, titled in your name "as conservator" for the conservatee. You will then need to file an inventory (a detailed list) of all assets in the conservatee's estate **within 30 days of issuance of the Letters of Conservatorship**. **NEVER** combine the conservatee's assets with those of another person, including your own. **THE CONSERVATOR MUST FILE AN ACCOUNTING WITH THE COURT EACH YEAR.**

You must know the conservatee's needs, and you must also support and involve the conservatee in decision-making regarding his or her property. You should consider the conservatee's stated desires and personal values when making decisions for him or her. You must try to avoid conflicts of interest and protect the conservatee's personal, civil, and human rights.

The law does **NOT** require you as conservator to use your own personal money or other assets for support of the conservatee solely because you have been appointed as conservatee. **However**, if you are the parent or spouse of the conservatee, you may have a personal duty to support the conservatee. For example, each parent has a legal duty to support his or her minor child by paying the ordinary expenses of the child's care, treatment, housing and education.

You are not liable to other persons for the acts of the conservatee solely because you have been appointed as conservator. This means you are not responsible to anyone else for something that the conservatee has done simply because you are the conservator.

**A conservator has the following general duties, responsibilities, powers and authorities, which may be exercised without getting additional court approval:**

1. To pay reasonable charges for the support, care, clothing, housing, and education of the conservatee in a reasonable manner, unless the conservatee's parent or spouse is required by law to pay those charges;

2. To pay all lawful debts of the conservatee;
3. To control and manage all the conservatee's property and collect debts and assert claims in favor of the conservatee (for example, if the conservatee is owed money);
4. To insure property against theft or other loss in a reasonable amount;
5. To pay the premium for your conservator's bond; and
6. To revoke a durable power of attorney for financial decisions.

**The following actions ALWAYS require WRITTEN court approval. As conservator, you may NOT take any of the following actions unless the supervising court issues a written order approving the action(s):**

1. Pay, or reimburse a parent of a minor conservatee for paying, any obligation imposed by law upon the parent for the ordinary expenses of the minor conservatee's care, treatment, housing or education.
2. Settle any claim of the conservatee for less than full value;
3. Sell or transfer the property of any ongoing businesses;
4. Sell, convey, lease, or mortgage the conservatee's homestead or other real estate;
5. Lease or convey possession in any real estate for more than 3 years;
6. Sell, convey, or mortgage any oil, gas, or other mineral interests;
7. Sell, convey, lease, or mortgage any interest the conservatee may have in real estate belonging to the conservatee's spouse;
8. Extend an existing mortgage for more than 5 years, which includes both mortgages where the conservatee is the borrower or the lender;
9. Make a gift on behalf of the conservatee;
10. Access digital assets of the conservatee, such as online accounts, pictures and music stored electronically, social media accounts, etc.; or
11. Pay the guardian, the conservator, or the guardian's or conservator's attorney a fee.

**The following actions MAY require court approval. As conservator, you should get court approval before taking any of the following actions:**

1. Sell the conservatee's personal property as necessary;
2. Manage any ongoing business;
3. Invest funds in a conservative and reasonable manner, including purchasing an insurance policy or annuity, reserving to the conservatee the right to change the beneficiary on termination of the conservatorship;
4. Prosecute and defend all actions in the name of the conservatee; or
5. Dispose of property after the death of the conservatee.

## **What Are a Guardian and Conservator's Responsibilities to the Court?**

## **Required Training**

Before you are appointed as guardian and conservator, you must complete a basic training program about the duties and responsibilities of a guardian and conservator. Reading this booklet meets that requirement. At the end of this booklet, you will find an affidavit of completion of the basic training program (a form stating you have read the booklet). When you finish reading this booklet, you should sign the affidavit and file it with the court to prove that you have completed the program. You should also keep this booklet for future reference.

## **Oath**

When you are appointed as guardian and conservator, the court will require that you file an oath or affirmation stating that you will faithfully, impartially and to the best of your ability fulfill all duties assigned by the court. The oath must be in writing and signed before a notary or the judge.

## **Bond**

When you are appointed as conservator (and sometimes as guardian), you must be bonded unless the court waives the bond. A bond is intended to protect the conservatee's property should the conservator mismanage the person's estate. The court will determine the amount of the bond and whether sureties are necessary. Bonds are usually purchased from an insurance company with the assistance of an insurance agent. To keep the bond in effect, you must pay a yearly premium (fee). You will be released from the bond **only after** the court has approved your actions and final accounting and has ended the conservatorship.

## **Letters**

After you have filed your oath and affidavit of completion of the basic training program, the court will issue Letters of Guardianship and Conservatorship. This document gives you the authority to carry out your legal duties. You should ask for a certified (legal) copy of the original document, which is on file with the court. You should keep the certified copy in a safe place and provide copies of the Letters of Guardianship and Conservatorship to anyone you deal with who provides services to the ward or conservatee.

## **Guardianship and/or Conservatorship Plans**

In some cases, the court may require, or your attorney may suggest, that you file a guardianship or conservatorship plan. A guardianship plan might include provisions about where a ward will live and what kinds of decisions the ward will be allowed to

make on his or her own. A conservatorship plan might include provisions about how much money a conservatee will be allowed to control and how the conservator plans to protect the eligibility of the conservatee for public benefits. Guardianship and conservatorship plans are most useful in situations where the ward or conservatee is capable of making some decisions independently.

### **Inventory and Valuation**

A conservator (and sometimes a guardian) is required to file with the court an inventory and valuation (statement of worth) of the property and assets of the conservatee's estate, including any sources of regular income. This must be done within 30 days of issuance of the Letters of Conservatorship. The inventory and valuation describes the conservatee's estate at the time the conservatorship begins. You must list and describe each property and asset separately and give its full and fair value. You may need to obtain an independent appraisal of some assets. A sample of the inventory and valuation is included at the end of this booklet.

### **Annual Accounting**

A conservator (and sometimes a guardian) is required to file a detailed accounting every year of both income and payments made on behalf of the conservatee. The reporting period usually starts when the conservator is appointed and covers a 12-month period of time, unless the judge orders a different reporting time period. If a conservator fails to file the required accounting, the court may compel the conservator to appear and take actions to remove that person as conservator. A sample of the annual accounting is included at the end of this booklet.

### **Guardian's Annual Report on the Ward's Condition**

Because the court needs to know where the ward is living and how the ward is doing, a guardian must file a report on the ward's condition every year. This report is required even if there is no change in the ward's condition. The reporting period usually starts when the guardian is appointed and covers a 12-month period of time, unless the judge orders a different reporting time period. If a guardian fails to file the required annual report, the court may compel the guardian to appear and take actions to remove that person as guardian. A sample of the annual report is included at the end of this booklet.

### **Special Reports and Accountings**

A guardian and conservator must file a special report or accounting with the court if any of the following occurs:

- 1) a change of address of the guardian or conservator;

- 2) a change of residence or placement of the ward or conservatee;
- 3) a significant change in the health or impairment of the ward or conservatee;
- 4) in the case of a guardianship, if the ward acquires any real property, or if the ward receives or accumulates other property or income which causes the total value of the ward's estate to equal or exceed \$10,000;
- 5) a change in the circumstances of the guardian, conservator, ward or conservatee that may constitute a conflict of interest; or
- 6) the death of the ward or conservatee.

You should also inform the court if your telephone number or email address changes.

If the ward or conservatee dies, you will need to complete a final report on the ward or conservatee's condition as well as a final accounting of the ward or conservatee's assets and have that accounting approved by the court so that the court can close the case.

### **Reimbursement for Time and Expenses**

The court must approve in advance any reimbursement to the guardian and conservator for expenses and time spent on official duties. If you want to be paid back for your time and expenses, you must keep a detailed timesheet of time spent and a detailed record of expenses incurred. Many guardians and conservators do not claim such expenses, especially if the ward or conservatee is a family member, and perform their duties out of love and affection. If you want to receive reimbursement, you should talk to your attorney and bring this up preferably at the first court hearing.

### **How Does a Guardianship or Conservatorship End?**

A guardianship or conservatorship never ends automatically. The court may end a guardianship or conservatorship for a number of different reasons, including when the need for it no longer exists, when the ward or conservatee has turned 18 (and was not determined to be a minor with an impairment) unless the court has extended the conservatorship beyond the conservatee's 18<sup>th</sup> birthday, or when the ward or conservatee has died. At any time, any person including the ward or conservatee may file a petition asking the court to end the guardianship or conservatorship for any of the reasons listed above.

The court may also end a guardianship or conservatorship because the ward or conservatee is no longer impaired. At any time, the ward or conservatee may file a petition asking the court to find that he or she is no longer impaired and requesting to be restored to capacity.

If the court ends a guardianship or conservatorship, the court will enter appropriate orders to close the case.

### **What are Conflicts of Interest?**

A conflict of interest happens when your personal or financial interests as guardian and conservator go against those of the ward or conservatee or where your actions appear to be self-serving (for your own benefit). For example, it would be a conflict of interest for a guardian and conservator to get a loan from or buy property belonging to the conservatee's estate. It could also be a conflict of interest for a guardian and conservator to work in the same facility where the ward lives.

Whenever you think you might have a conflict of interest, even if you are not sure, report it to the court. Just because you may have a conflict of interest does not mean you cannot serve as guardian and conservator, as long as you keep the court informed.

### **Additional resources:**

If you have questions about any of your duties as a guardian and conservator, ask your attorney.

Additional resources, including blank forms for inventories, accountings, and guardian's reports, can be found on the Kansas Judicial Council's webpage at: [www.kansasjudicialcouncil.org](http://www.kansasjudicialcouncil.org)

## **CONSERVATOR INVENTORY AND VALUATION**

### **Instructions for Completing**

#### **Definition**

A detailed list or inventory of the conservatee's estate (property and financial resources) at the time of appointment of a conservator.

#### **Filing Procedures**

The inventory is filed with the court within 30 days of the appointment date.

#### **Preparing Documents for the Court**

This document is a permanent legal record. The information should be typed or written legibly. Use black or dark blue ink when reports are handwritten.

**Supplementary Inventory and Valuation** may be filed to change or add information.

## **ASSESSING VALUES**

#### **Jointly Owned Property**

For both real and personal property, indicate if the property is jointly owned and give the name of the co-owner(s) and the form of ownership. Report the full value of the property, not just the portion owned by the conservatee.

#### **Real Estate**

Provide an address and description and the appraised value of the property. The property description is available from the local Register of Deeds office. The appraised value is available from the County Treasurer or Appraiser's office.

#### **Furniture / Household Goods / Wearing Apparel / Jewelry**

Furniture, household goods, and wearing apparel may be listed as a combined value. However, individually valuable items such as antiques, jewelry, coins, electronics, etc. should be listed separately. For assistance with appraisals on items of value, contact a credible antique dealer or auctioneer.

#### **Insurance**

Provide the cash value of all insurance policies.

Add additional lines or pages as needed to provide complete documentation.

**IN THE 32nd JUDICIAL DISTRICT  
DISTRICT COURT OF APACHE COUNTY, KANSAS**

In the Matter of the )  
 Guardianship and Conservatorship )  
 of Samuel G. Crown )  
 )  
 )  
 Proceeding Pursuant to K.S.A. Chapter 59

Case No. \_\_\_\_\_

**INVENTORY AND VALUATION**

**REAL ESTATE**

*(Indicate if property is jointly owned and with whom)*

<i>Address and Description</i>	<i>Value</i>
1. 39 Solar Haven Rd., Lot 59, Solar Haven Addition, Sanesville, KS 66666 (joint tenancy with Betty Crown)	\$ 45,489.00
Total Real Estate . . . . .	\$ <u>45,489.00</u>

**PERSONAL PROPERTY**

*(Indicate if property is jointly owned and with whom)*

**Cash / Checking and Savings Accounts / Certificates of Deposit**

<i>Description</i>	<i>Amount</i>
1. Checking Account, Savers Union Bank, Sanesville, KS	\$ 1,178.00
2. Savings Account, Savers Union Bank, Sanesville, KS	\$ 8,978.00
3. CD, Savers Union Bank	\$ 4,329.00

**Stocks / Bonds / Investments / Retirement Accounts / Annuities**

<i>Description</i>	<i>Value</i>
1. N/A	\$ 0

**Vehicles / RVs / Boats / Trailers**

<i>Description</i>	<i>Value</i>
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1. 2006 Toyota Camry	\$ 6,000.00
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**Furniture / Household Goods / Wearing Apparel / Jewelry**

<i>Description</i>	<i>Value</i>
1. Household furnishings	\$ 4,500.00
2. Wearing Apparel	\$ 500.00

**Other Assets**

(For example: interest in a business entity; oil & gas lease or interest; agricultural lease interest and accounts in cooperatives; livestock; equipment; debts owed to the conservatee; interest in a trust; life insurance; long term care insurance; funeral or burial plan; burial plot)

<i>Description</i>	<i>Value</i>
1. Red Shield life insurance (cash value)	\$ 10,000.00
2. Funeral & burial trust, Timberline Mortuary, Sanesville, KS	\$ 4,250.00
3. Antique gun collection	\$ 1,500.00
4. Lawn mower and tools	\$ 300.00
Total Personal Property .....	\$ <u>41,535.00</u>

**DEBTS AND LIABILITIES**

**Mortgages / Liens / Loans / Credit Card Debt**

<i>Description</i>	<i>Amount</i>
1. Mortgage on 39 Solar Haven Rd. (The conservatee and his wife, Betty Crown, are jointly liable on the mortgage.)	\$ 20,000.00
2. Bank of America Visa credit card (The conservatee's wife, Betty Crown, has possession of the card and pays the bill.)	\$ 2,000.00
Total Debts and Liabilities .....	\$ <u>22,000.00</u>

**RECAPITULATION**

Total Real Estate.....	\$	45,489.00
Total Personal Property.....	\$	41,535.00
Less Total Debts and Liabilities.....	\$	(22,000.00)
Total Estate	\$	<u>65,024.00</u>

**SOURCES OF REGULAR INCOME**

(For example: social security benefits, supplemental security income; pension or retirement income; trust or annuity payments; veterans benefits; farm or rental income; oil and gas income; child support or alimony; interest)

	<i>Description</i>	<i>Amount</i>	<i>How Often Received</i>
1.	Social Security disability insurance	\$ 415	per month
2.	KPERS retirement	\$ 685	per month
3.	Veterans benefit	\$ 380	per month
4.	Bank account interest	amount varies	

I declare under penalty of perjury under the laws of the state of Kansas that the foregoing is true and correct. Executed on June 30, 2013.

\_\_\_\_\_  
Conservator

## **ANNUAL CONSERVATOR ACCOUNTING Instructions for Completing**

This is a report of all income (receipts) and disbursements (expenses) of the estate transacted during the accounting period. It also updates the inventory and valuation.

The accounting is submitted to the court once a year either on the anniversary date of the appointment of the conservator, or, on a calendar year basis. This varies by county. File the accounting within 30 days of the end of the accounting period.

### **Record Keeping**

Keep the following financial information to prepare an accurate accounting:

- Bank statements, check book register, copies of cancelled checks
- Receipts of items purchased
- Financial reports from trust accounts

## **COMPLETING THE ACCOUNTING**

1. The accounting is a permanent legal record. The form should be typed **OR** written legibly. Use black or dark blue ink when reports are handwritten.
2. Work from bank statements to prepare the accounting using the check register for support information.
3. **Attachments - Financial Statements from a Provider**  
If the person lives in a facility, or the provider is the payee for the conservatee's benefits, some courts will accept an attachment of the monthly or quarterly financial statements from the provider. Check the math accuracy before attaching to the accounting.

### **Computer Generated Financial Spread Sheets**

Some courts will accept an accounting generated by a computer program. Courts may have a format preference for how information is presented. Generally, there are two acceptable formats:

#### **Format 1 - Spread Sheet**

Set up looks like the check book register and includes a running balance of "cash on hand." Advantage: The accounting may be easily prepared from the bank statements.

#### **Format 2 - Spread Sheet**

Columns totaling income, disbursements and a final balance of cash on hand.

## I. STATEMENT OF RECEIPTS (INCOME) AND DISBURSEMENTS (EXPENSES)

### Balance Carried Forward

**If an accounting was filed for the previous year** - The “balance carried forward” should be the same amount as the “balance on hand” from the previous year accounting.

**If no accounting was filed for the previous year** - The balance carried forward is the cash balance on the initial Inventory and Valuation.

### Receipts (Income)

Itemize receipts from all sources received in the accounting period. Add additional pages if needed.

Fill in all the information required on the form. Income for the same amount may be documented in lump sums. Refer to Sample Accounting.

### Disbursements (Expenditures)

Itemize all money spent during the accounting period. Add pages if needed.

Fill in all the information required on the form. Expenses for the same amount (*i.e.* cable, or phone) may be documented in lump sums. Refer to Sample Accounting.

### Summary

List the total receipts and the total disbursements. The cash balance is the difference between the total receipts and total disbursements.

## II. INVENTORY

**Real Estate** - List any real estate including the appraised value.

### Personal Property

List account balances as of the end of the accounting reporting period, and value of all other assets. Document any newly purchased assets such as a TV, bicycle or furniture.

Total the personal property.

Add the Total Personal Property and Total Real Estate, and put the amount on the **Total Real Estate and Total Personal Property line**.

### Debts and Liabilities

Total all debts and liabilities, and subtract that number from the Total Real Estate and Total Personal Property to find the Total Estate value.



DISBURSEMENTS (Expenses) from Checking Account

DATE	Check #	PAID TO	PURPOSE	AMOUNT
07/13-06/14		Savers Union Bank	Monthly Mortgage - Incls Insurance (\$568 x 12 mos)	\$6,816.00
07/13-06/14		Westar Energy	Electrical Utility (Average Payment Plan \$55 x 12)	660.00
07/13-06/14		City Water Dept	Water and Sewage (\$35 x 12 mos)	420.00
07/13-06/14		KS Gas Service	Gas Utility (Equal Payments Plan \$70 x 12)	840.00
07/13-06/14		Ripple City Cable	Cable Bill (\$38.50 x 12 mos)	462.00
07/13-06/14		Birch Telephone	Phone (\$41.89 per month X 12 mos)	502.68
07/13-06/14		Sanesville Life Line	Medical Alert (\$19.99 x 12 mos)	239.88
07/13-06/14		BCBS Insurance	Supplemental Insurance (\$97.45 x 12 mos)	1,169.40
07/13-06/14		Pelley Pharmacy	Prescription Co-pay	168.00
07/13-06/14		Tuppence Foods	Groceries \$65 x 52 wks (Per Conservator Plan)	3,380.00
07/13-06/14		Samuel Crown	Spending Money (\$100/mo x 12) (Conservator Plan)	1,200.00
07/14/13	#2498	K-Mart	Socks, personal hygiene produces, video	130.00
07/13-06/14		Barber of Saville	Haircuts (\$10 x 12 mos)	120.00
07/14/13	#2501	Seniors Travel	Public Transportation (12 books x \$25 x 12 mos)	300.00
08/19/13	#2543	Sanesville Library	Audio Reader Rental (\$10 x 12 mos)	120.00
09/20/13	#2559	Walmart	Jeans, shirts, under wear	124.00
10/10/13	#2561	Sanesville Bowl	Senior Bowling; Senior Olympics - Yrly Fee	150.00
11/28/13	#2584	Sears	Winter Jacket; Christmas gifts	220.00
12/12/13	#2598	Orville Furniture	Lift Chair for Samuel Crown	1,200.00
02/24/14	#2677	Walmart	Clothing; personal care items; TV	456.78
04/28/14	#2792	Penney's	Towels, bath set, shower curtain; (Dresser \$400)	687.92
05/24/14	#2812	County Treasurer	Yearly Property Taxes	725.67
06/17/14	#2822	Walmart	Hygiene items; household cleaners	85.00
06/18/14	#2823	Sears & Applebees	Birthday Gift and Dinner for Samuel Crown	50.00
06/18/14	#2824	Dr. Long Tooth	Dentist - cleaning and two fillings	298.00

06/22/14	#2825	Eye Magic	New Glasses	220.00
06/22/14	#2826	Savers Union Bank	Ordered Checks	36.25
06/22/14	#2827	Sanesville Times	Newspaper Subscription (\$11.95 x 12 mos)	143.30
06/24/14	#2828	US Post Office	Stamps for paying bills (\$7.80 x 4 books)	31.20
			<b>TOTAL</b>	<b>\$ 20,956.08</b>

### Savings Account Transactions

DATE		PAID TO	PURPOSE	AMOUNT
07/01/13			Beginning Balance	\$8,245.95
08/30/13		Samuel Crown	Quarterly Interest	(+ 3.45)
12/31/13		Samuel Crown	Quarterly Interest	(+3.79)
03/31/14		Samuel Crown	Quarterly Interest	(+3.57)
05/28/14		Samuel Crown	Transfer to Checking Account	(-1,000.00)
06/30/14		Samuel Crown	Quarterly Interest	(+3.02)
			Ending Balance	<b>\$7,259.78</b>

### SUMMARY

Total Receipts ..... \$ 21,961.98  
Total Disbursements ..... \$ 20,956.08  
Cash Balance on Hand ..... \$ 1,005.90

## II. INVENTORY

### REAL ESTATE

<i>Address and Description</i>	<i>Value</i>
1. 39 Solar Haven Rd., Lot 59, Solar Haven Addition, Sanesville, KS 66666 (joint tenancy with Betty Crown)	\$ 45,489.00
Total Real Estate	\$ <u>45,489.00</u>

## PERSONAL PROPERTY

### Cash / Checking and Savings Accounts / Certificates of Deposit

<i>Description</i>	<i>Amount</i>
1. Checking Account, Savers Union Bank, Sanesville, KS	\$ 1,005.90
2. Savings Account, Savers Union Bank, Sanesville, KS	\$ 7,259.78
3. CD, Savers Union Bank	\$ 2,350.00

### Stocks / Bonds / Investments / Retirement Accounts / Annuities

<i>Description</i>	<i>Value</i>
1. N/A	\$ 0

### Vehicles / RVs / Boats / Trailers

<i>Description</i>	<i>Value</i>
1. 2006 Toyota Camry	\$ 5,700.00

### Furniture / Household Goods / Wearing Apparel / Jewelry

<i>Description</i>	<i>Value</i>
1. Household furnishings	\$ 4,500.00
Lift Chair (\$1200) Dresser (\$400)	\$ 1,600.00
2. Wearing Apparel	\$ 500.00

### Other Assets

<i>Description</i>	<i>Value</i>
1. Red Shield life insurance (cash value)	\$ 10,000.00
2. Funeral & burial trust, Timberline Mortuary, Sanesville, KS	\$ 4,250.00
3. Antique gun collection	\$ 1,500.00
4. Lawn mower and tools	\$ 300.00
Total Personal Property	\$ <u>38,060.68</u>
Total Real Estate and Personal Property	\$ <u>83,549.68</u>

**DEBTS AND LIABILITIES**

**Mortgages / Liens / Loans / Credit Card Debt**

<i>Description</i>	<i>Amount</i>
1. Mortgage on 39 Solar Haven Rd.	\$ 17,000.00
2. Bank of America Visa credit card	1,000.00
Total Debts and Liabilities	\$ <u>18,000.00</u>

**RECAPITULATION**

Total Real Estate and Personal Property .....	\$ 83,549.68
Less Total Debts and Liabilities .....	\$ (18,000.00)
Total Estate	\$ <u>65,549.68</u>

I declare under penalty of perjury under the laws of the state of Kansas that the foregoing is true and correct. Executed on June 30, 2014.

\_\_\_\_\_  
Conservator

**IN THE 32nd JUDICIAL DISTRICT  
DISTRICT COURT OF APACHE COUNTY, KANSAS**

In the Matter of the )  
 Guardianship and Conservatorship )  
 of Samuel G. Crown )  
 )  
 )  
 )  
 Proceeding Pursuant to K.S.A. Chapter 59

Case No. \_\_\_\_\_

**X ANNUAL       FINAL    REPORT ON THE CONDITION  
OF THE GUARDIAN'S WARD**

From July 01, 2013 to June 30, 2014

<u>Marjorie Crestone</u>	<u>3299 Smithville Road, Apartment #4</u>	
Name	Address	
<u>Sanesville, KS 66666</u>	<u>(785) 999-71000</u>	<u>mcrestone@gmail.com</u>
City & Zip Code	Telephone Number	Email Address

guardian in the above-entitled estate submits the following annual report on the condition of Samuel G. Crown 1942  
Name Year of Birth

1. The ward resided at the following places during the reporting period:  
39 Solar Haven Rd, Sanesville, KS 66666    Own home    22 years  
(address) (type of residence) (length of stay)

2. State the approximate number of times the guardian has contact with the ward, the nature of such contacts, and the date the ward was last seen by the guardian:  
Guardian visits ward in his own home approximately two to three times per month. Guardian checks on the ward's health status, sufficient groceries, household and personal care items, and the home cleanliness, maintenance and upkeep.

3. Summarize the medical, social, educational, vocational and other professional services received by the ward during the reporting period:  
Samuel is retired. He is recuperating from recent hip surgery and receives bi-weekly physical therapy; he takes medications for diabetes, high blood pressure, heart disease and pain associated with osteoporosis. He has monthly doctor appointments to monitor medications. Additionally, a home health nurse visits weekly to set up his medications. Samuel reads, watches TV and enjoys activities at the senior center and periodic visits from his great-niece who lives out of state.

4. If the ward is institutionalized, the results of an investigation into the nature and

appropriateness of the ward's care and treatment are as follows:  
Ward lives in his own home. Following hip surgery in August 2013, he recuperated for three weeks in a local nursing home after which he was able to return home.

5. What changes in the mental or physical condition of the ward has the guardian observed?

During the past year, Samuel experienced several episodes of memory lapses for which he is now receiving medication. The doctor indicates Samuel is in early stages of Alzheimer's disease. He had hip replacement surgery in August 2013 and now is able to walk using a cane. Other medical conditions are stable.

6. What major problems relating to the guardianship, if any, have arisen during the reporting period?

A former neighbor who had exploited Samuel attempted to reintroduce himself into Samuel's life. Guardian secured a restraining order against the person. No other problems were experienced.

7. In the opinion of the guardian, does the guardianship need to continue, and is it necessary to increase or decrease the powers of the guardian?

The guardian has advocated and provided consents regarding health care, home maintenance and freedom from exploitation. Guardianship should continue with the current powers.

8. State compensation requested and expenses incurred by the guardian:  
Refer to itemized list attached.

9. What circumstances, if any, have arisen during the reporting period that could constitute a conflict of interest between the guardian and ward?

None.

10. Other information required by the court is:

I declare under penalty of perjury under the laws of the state of Kansas that the foregoing is true and correct. Executed on June 30, 2014.

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Guardian

**IN THE \_\_\_\_\_ JUDICIAL DISTRICT  
DISTRICT COURT OF \_\_\_\_\_ COUNTY, KANSAS**

In the Matter of the  
(Guardianship)/(Conservatorship) of

Case No. \_\_\_\_\_

\_\_\_\_\_

Proceeding Pursuant to K.S.A. Chapter 59

**AFFIDAVIT OF COMPLETION**  
**OF BASIC INSTRUCTIONAL PROGRAM**

I declare that I have received and reviewed the Basic Instructions for Guardians and Conservators and kept a copy of those Instructions. I acknowledge that, as guardian and/or conservator, I have the duties and responsibilities described in the Instructions.

I declare under penalty of perjury that this is true and correct.

Executed on this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Please Print Your Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Email Address