

**Before the
Federal Communications Commission
Washington, D.C. 20554**

In the Matter of)	
)	
JONES COLLEGE)	EB-05-IH-0974
)	Facility ID No. 31936
Licensee of Noncommercial Educational Station)	NAL/Account No. 200832080019
WKTZ-FM, Jacksonville, Florida)	FRN 0001824077

NOTICE OF APPARENT LIABILITY FOR FORFEITURE

Adopted: January 16, 2009

Released: January 16, 2009

By the Chief, Enforcement Bureau:

I. INTRODUCTION

1. In this *Notice of Apparent Liability for Forfeiture* (“NAL”), we find that Jones College, licensee of noncommercial educational Station WKTZ-FM, Jacksonville, Florida, willfully and repeatedly broadcast prohibited advertisements in apparent violation of Section 399B of the Communications Act of 1934, as amended (the “Act”),¹ and Section 73.503 of the Commission's rules.² Based upon our review of the facts and circumstances of this case, we conclude that Jones College is apparently liable for a monetary forfeiture in the amount of \$5,000.

II. BACKGROUND

2. This case arises from a complaint made to the Commission’s Tampa Office on June 24, 2005, alleging that noncommercial educational Station WKTZ-FM had broadcast prohibited underwriting announcements.³ Following the complaint, agency monitoring and recording of station broadcasts was conducted on July 2 and 9, 2005.⁴ Thereafter, the Enforcement Bureau (“Bureau”) inquired of the licensee concerning these matters.⁵ Jones College responded to the *LOI* on December 1, 2005.⁶

¹ See 47 U.S.C. § 399b.

² See 47 C.F.R. § 73.503 (the “Underwriting Rules”).

³ See Case Report, prepared by the Tampa Field Office, Enforcement Bureau, and dated September 19, 2005 (“*Field Office Report*”), at 2.

⁴ See *id.* at 2-3.

⁵ See Letter from William D. Freedman, Deputy Chief, Investigations and Hearings Division, Enforcement Bureau, to Jones College, dated November 10, 2005 (“*November 10th LOI*”).

⁶ See Letter from Christopher D. Imlay, Esq., Counsel to Jones College, to Kenneth M. Scheibel, Jr., Attorney, and William D. Freedman, Deputy Chief, Investigations and Hearings Division, Enforcement Bureau, dated December 1, 2005 (“*Response*”).

III. DISCUSSION

3. Under Section 503(b)(1) of the Act, any person who is determined by the Commission to have willfully or repeatedly failed to comply with any provision of the Act or any rule, regulation, or order issued by the Commission shall be liable to the United States for a forfeiture penalty.⁷ Section 312(f)(1) of the Act defines willful as “the conscious and deliberate commission or omission of [any] act, irrespective of any intent to violate” the law.⁸ The legislative history to Section 312(f)(1) of the Act clarifies that this definition of willful applies to both Sections 312 and 503(b) of the Act,⁹ and the Commission has so interpreted the term in the Section 503(b) context.¹⁰ The Commission may also assess a forfeiture for violations that are merely repeated, and not willful.¹¹ “Repeated” means that the act was committed or omitted more than once, or lasts more than one day.¹² In order to impose such a penalty, the Commission must issue a notice of apparent liability, the notice must be received, and the person against whom the notice has been issued must have an opportunity to show, in writing, why no such penalty should be imposed.¹³ The Commission will then issue a forfeiture if it finds, by a preponderance of the evidence, that the person has willfully or repeatedly violated the Act or a Commission rule.¹⁴ As described in greater detail below, we conclude under this procedure that Jones College is apparently liable for a forfeiture in the amount of \$5,000 for its apparent, willful, and repeated violations of the Commission’s Underwriting Rules.

A. Jones College Has Willfully and Repeatedly Broadcast Advertisements in Violation of Section 399B of the Act and Section 73.503 of the Commission’s Rules

4. Advertisements are defined by the Act as program material broadcast “in exchange for any remuneration” and intended to “promote any service, facility, or product” of for-profit entities.¹⁵ The pertinent statute specifically provides that noncommercial educational stations may not broadcast advertisements.¹⁶ Although contributors of funds to such stations may receive on-air acknowledgements, the Commission has held that such acknowledgements may be made for identification purposes only, and should not promote the contributors’ products, services, or businesses.¹⁷ Specifically, such announcements may not contain comparative or qualitative

⁷ See 47 U.S.C. § 503(b)(1)(B); 47 C.F.R. § 1.80(a)(1).

⁸ 47 U.S.C. § 312(f)(1).

⁹ See H.R. Rep. No. 97-765, 97th Cong. 2d Sess. 51 (1982).

¹⁰ See, e.g., *Southern California Broadcasting Co.*, Memorandum Opinion and Order, 6 FCC Rcd 4387, 4388 (1991).

¹¹ See, e.g., *Callais Cablevision, Inc., Grand Isle, Louisiana*, Notice of Apparent Liability for Monetary Forfeiture, 16 FCC Rcd 1359, 1362, ¶ 10 (2001) (“*Callais Cablevision*”) (issuing a Notice of Apparent Liability for, *inter alia*, a cable television operator’s repeated signal leakage).

¹² *Southern California Broadcasting Co.*, 6 FCC Rcd at 4388, ¶ 5; *Callais Cablevision, Inc.*, 16 FCC Rcd at 1362 ¶ 9.

¹³ See 47 U.S.C. § 503(b); 47 C.F.R. § 1.80(f).

¹⁴ See, e.g., *SBC Communications, Inc.*, Forfeiture Order, 17 FCC Rcd 7589, 7591 ¶ 4 (2002) (forfeiture paid).

¹⁵ See 47 U.S.C. § 399b(a).

¹⁶ See *id.*

¹⁷ See Public Notice, *In the Matter of the Commission Policy Concerning the Noncommercial Nature of*

descriptions, price information, calls to action, or inducements to buy, sell, rent or lease.¹⁸ At the same time, however, the Commission has acknowledged that it is at times difficult to distinguish between language that promotes versus that which merely identifies the underwriter. Consequently, the Commission expects that licensees exercise reasonable, “good faith” judgment in this area, and affords some latitude to the judgments of licensees who do so.¹⁹

5. At issue here are eight underwriting announcements, transcripts of which are attached, that Jones College does not dispute that its station broadcast on July 2 and July 9, 2005.²⁰ Although Jones College claims that it “cannot confirm or deny”²¹ that the transcripts of the announcements, based on the Commission’s field monitoring, represent exactly what was broadcast, it acknowledges that “it is likely that the announcements were aired substantially as they are shown.”²² Jones College further represents that all of the entities mentioned in the announcements are for-profit entities.²³ Jones College claims that it received no consideration from any for-profit entity for broadcasting the announcements, which it contends were contained in the prerecorded weekly “Swingtime” program provided at no charge by Mr. Norm Vincent.²⁴ Jones College further claims that the station terminated its broadcast of the “Swingtime” program and association with that programmer upon receipt of the Commission’s inquiry.²⁵

6. After careful review of the record in this case, we find that the announcements set forth in the attached transcript were made on behalf of for-profit entities and apparently exceed the bounds of what is permissible under Section 399B of the Act and the Commission’s pertinent rules and policies, in light of the “good faith” discretion afforded licensees under *Xavier, supra*. We conclude that they appear to constitute prohibited advertisements because they invite or urge business patronage (e.g., “how about doing something fun . . . let me suggest a visit to Annabelle’s Gifts and Home Furnishing Gallery”), distinguish favorably the respective underwriters from their competitors by stating or implying that they offer superior service, products or price (e.g., “good news for all of you 55 years and up . . . the senior bonus program is

Educational Broadcasting Stations (1986), republished, 7 FCC Rcd 827 (1992) (“*Public Notice*”).

¹⁸ *See id.*

¹⁹ *See Xavier University*, Letter of Admonition, issued November 14, 1989 (Mass Med. Bur.), *recons. granted*, Memorandum Opinion and Order, 5 FCC Rcd 4920 (1990) (“*Xavier*”).

²⁰ *See Response* at 2. The licensee asserts that “the announcements, or some version of them, would each have been broadcast” during the “Swingtime” program. *Id.* Some of the eight distinct announcements reflected in the transcript were repeated in substantially similar form during the broadcast on July 2nd, *viz.* those on behalf of Nolan Cadillac and Sid Higginbotham Builders, Inc. Similarly, the second announcement on behalf of Annabelle’s Gift and Home Furnishings Gallery was repeated on July 9th, as was the Higginbotham announcement.

²¹ *Id.*

²² *Id.*

²³ *See id.* at 2.

²⁴ *See id.* at 2-3. Two additional announcements involving Fleet Landing and St. Catherine’s Laboure Manor are not considered because Jones College asserts that they are not-for-profit entities. *See* Memorandum Opinion and Order, *Commission Policy Concerning the Noncommercial Nature of Educational Broadcast Stations*, Report and Order, 90 FCC 2d 895, 900 n.16 (1982), *recons.*, 97 FCC 2d 255 (1984) (“*1982 Policy Statement*”) (noting that institutions which qualify under IRS guidelines as not-for-profit organizations may receive promotional announcements).

²⁵ *See Response* at 4.

valid four days a week. . . at the senior's rate and that includes your golf cart"), and describe their underwriters through comparative or qualitative references made either directly or indirectly (*e.g.*, "doing things right since nineteen five;" "the longest continuous builder in Northeast Florida;" and "[i]t's a special place, always with something special for you").²⁶ We note that many of the announcements involved are sixty seconds in length.²⁷ Although the Commission has not imposed quantitative limits on the length of underwriting announcements, it has found that the longer they are, the more likely they are to contain material, as here, that is inconsistent with the "identification only" purpose of such announcements.²⁸

7. Further, we find that a *quid pro quo* exchange of consideration between the underwriter and the licensee for a violation of Section 399B exists in this case. Jones College contends that there was no violation because no support of any kind was provided to the station by any for-profit entity, apart from the programming and announcements contained therein, which were furnished to the station by the program producer, and not the underwriters themselves.²⁹ Jones College argues that the station's broadcast of the embedded announcements contained therein was thus unsupported by consideration, and must be deemed harmless under the Act.

8. We reject this argument. The Act does not require that the consideration involved be supplied directly by the sponsor or underwriter itself.³⁰ Moreover, cognizable consideration may take many forms, including, as in the instant case, the programming itself.³¹ Nor is this case similar to instances where the Commission found mitigating the fact that third-party program providers supplied the programming and promotional announcements to the station.³² Unlike those cases, this case involves the station's broadcast of numerous and lengthy announcements contained in programming that was supplied by the same third-party programmer and involved many of the same advertisers as programming that drew a previous admonishment for violation of the Underwriting Rules.³³ In these circumstances, no mitigation as a consequence of the "embedded" nature of the impermissible advertisements is warranted.³⁴

²⁶ See *Public Notice*, *supra* note 17.

²⁷ See *Field Office Report* at 11; see also http://wktz.jones.edu/sponsor_costs.htm, wherein the licensee posts its rates for the station's broadcast of fifteen, thirty and sixty-second underwriting spots.

²⁸ See *Public Notice*, *supra* note 17.

²⁹ See *Response* at 2.

³⁰ We note that 47 U.S.C. § 399b(a) simply provides: "[f]or purposes of this Section, the term 'advertisement' means any message or other programming material which is broadcast or otherwise transmitted in exchange for any remuneration, and which is intended to promote any service, facility or product offered by any person who is engaged in such offering for profit."

³¹ See *1982 Policy Statement*, 90 FCC 2d at 911-912 ¶¶ 26-28.

³² See *In re Window to the World Communications, Inc. (WTTW(TV))*, 12 FCC Rcd 20239 (Mass Med. Bur. 1997), *forfeiture reduced*, 15 FCC Rcd 10025 (Enf. Bur. 2000); see also *Minority Television Project, Inc. (KMTP-TV)*, *Forfeiture Order*, 18 FCC Rcd 26611 (Enf. Bur. 2003), *aff'd*, *Order on Review*, 19 FCC Rcd 25116 (2004), *recons. denied*, 20 FCC Rcd 16923 (2005) (*forfeiture paid*).

³³ See *Jones College (WKTZ-FM)*, *Memorandum Opinion and Order*, 18 FCC Rcd 24971 (2003).

³⁴ For the same reason, we find unconvincing Jones College's suggestion that it was exploited by a program provider, who, aware of the fact that his program material received little station review, "recommenc[ed] his insertion of] zealous sponsorship announcements." See *Response* at 5.

B. Proposed Action

9. Section 503(b) of the Act and Section 1.80(a) of the Commission's rules both state that any person who willfully or repeatedly fails to comply with the provisions of the Act, the rules or Commission orders shall be liable for a forfeiture penalty.³⁵ The Commission's *Forfeiture Policy Statement* sets a base forfeiture amount of \$2,000 for violation of the enhanced underwriting requirements.³⁶ The *Forfeiture Policy Statement* also provides that the Commission shall adjust a forfeiture based upon consideration of the factors enumerated in Section 503(b)(2)(E) of the Act, such as "the nature, circumstances, extent and gravity of the violation, and, with respect to the violator, the degree of culpability, any history of prior offenses, ability to pay, and such other matters as justice may require."³⁷

10. In the *Christian Voice NAL*, the Bureau proposed a \$20,000 forfeiture against a noncommercial educational broadcast licensee for airing ten separate announcements on several thousand occasions in apparent violation of the Commission's Underwriting Rules over a fifteen-month period of time.³⁸ Here, it appears that on July 2, 2005, Jones College willfully and repeatedly broadcast eight separate advertisements, repeating one announcement twice and another once, and airing two of the eight announcements again on July 9, 2005, in violation of Section 399B of the Act and Section 73.503(d) of the Commission's rules. While the number of prohibited announcements here is similar to *Christian Voice NAL*, the number of repetitions is substantially fewer and the period of time over which they aired is substantially shorter. On the other hand, the licensee in this case has a history of non-compliance, having received an admonishment for committing underwriting violations,³⁹ and this is a compounding factor.⁴⁰

11. Moreover, Jones College's apparent response to its prior admonishment for underwriting violations⁴¹ raises questions whether it has, since the time of that admonishment, taken adequate steps to ensure that the content of its broadcast material complies with the

³⁵ See 47 U.S.C. § 503(b); 47 C.F.R. § 1.80.

³⁶ See *The Commission's Forfeiture Policy Statement and Amendment of Section 1.80 of the Rules to Incorporate the Forfeiture Guidelines*, 12 FCC Rcd 17087, 17115 (1997) ("*Forfeiture Policy Statement*"), *recons. denied* 15 FCC Rcd 303 (1999); 47 C.F.R. § 1.80(b).

³⁷ 47 U.S.C. § 503(b)(2)(E). See also *Forfeiture Policy Statement*, 12 FCC Rcd at 17100 ¶ 27.

³⁸ See *Christian Voice of Central Ohio, Inc. (WCVZ(FM))*, 19 FCC Rcd 23663 (Enf. Bur. 2004) (\$20,000 forfeiture initially proposed for underwriting violations), *forfeiture reduced*, 23 FCC Rcd 7594 (Enf. Bur. 2008) (forfeiture reduced to \$9,000 for good compliance record and after finding acceptable a previously sanctioned announcement), *recons. den.*, 23 FCC Rcd 15943 (2008) (collectively "*Christian Voice*").

³⁹ See *supra* note 33.

⁴⁰ See *Entercom Sacramento License, LLC.*, Notice of Apparent Liability, 19 FCC Rcd 20129 (2006) (forfeiture increased because licensee had history of violating the rules (indecent)); *Family Life Educational Foundation (KOUZ(FM))*, Notice of Apparent Liability, 17 FCC Rcd 16317 (Enf. Bur. 2002) (forfeiture paid) (forfeiture imposed because Licensee had a history of underwriting violations); *c.f.* *Southern Rhode Island Broadcasting, Inc.*, Notice of Apparent Liability, 15 FCC Rcd 8115 (Enf. Bur. 2000) (forfeiture paid) (lower forfeiture imposed for underwriting violation "due to the prior unblemished enforcement record of the licensee.")

⁴¹ Jones College indicated that Mr. Vincent was urged to "truncate" the messages contained within his programming after the Commission first investigated and admonished the licensee in 2003. Since that time, however, Jones College asserts that, having noted "no irregularities," the licensee reviewed such programming "only periodically." See *Response* at 4-5.

Commission's rules. Similarly, we do not find relevant the fact that Jones College terminated the "Swingtime" program after having received the Commission's inquiry in this case, because such *post-facto* remedial efforts are not mitigating.⁴² Based on all the circumstances, and after examining forfeiture actions in other recent underwriting cases, including that cited above, we believe that a forfeiture of \$5,000 is appropriate.⁴³

IV. ORDERING CLAUSES

12. **ACCORDINGLY**, pursuant to Section 503(b) of the Communications Act of 1934, as amended, and Sections 0.111, 0.311 and 1.80 of the Commission's rules, Jones College, licensee of noncommercial educational Station WKTZ-FM, Jacksonville, Florida, is hereby **NOTIFIED OF ITS APPARENT LIABILITY FOR A FORFEITURE** in the amount of \$5,000 for willfully and repeatedly broadcasting advertisements in violation of Section 399B of the Act, 47 U.S.C. § 399b, and Section 73.503 of the Commission's rules, 47 C.F.R. § 73.503 during the period of July 2005.

13. **IT IS FURTHER ORDERED**, pursuant to Section 1.80 of the Commission's rules, that within thirty days of the release of this Notice, Jones College **SHALL PAY** the full amount of the proposed forfeiture or **SHALL FILE** a written statement seeking reduction or cancellation of the proposed forfeiture.

14. Payment of the forfeiture must be made by check or similar instrument, payable to the order of the Federal Communications Commission. The payment must include the NAL/Account Number and FRN Number referenced above. Payment by check or money order may be mailed to Federal Communications Commission, P.O. Box 979088, St. Louis, MO 63197-9000. Payment by overnight mail may be sent to U.S. Bank – Government Lockbox #979088, SL-MO-C2-GL, 1005 Convention Plaza, St. Louis, MO 63101. Payment[s] by wire transfer may be made to ABA Number 021030004, receiving bank TREAS/NYC, and account number 27000001. For payment by credit card, an FCC Form 159 (Remittance Advice) must be submitted. When completing the FCC Form 159, enter the NAL/Account number in block number 23A (call sign/other ID), and enter the letters "FORF" in block number 24A (payment type code). Requests for full payment under an installment plan should be sent to: Chief Financial Officer -- Financial Operations, 445 12th Street, S.W., Room 1-A625, Washington, D.C. 20554. Please contact the Financial Operations Group Help Desk at 1-877-480-3201 or Email: ARINQUIRIES@fcc.gov with any questions regarding payment procedures. Jones College will also send electronic notification on the date said payment is made to Hillary.DeNigro@fcc.gov, Kenneth.Scheibel@fcc.gov, and Anita.Patankar-Stoll@fcc.gov.

15. The response, if any, shall be mailed to Hillary S. DeNigro, Chief, Investigations and Hearings Division, Enforcement Bureau, Federal Communications Commission, 445 12th Street, S.W, Room 4-C330, Washington DC 20554 and **SHALL INCLUDE** the NAL/Acct. No.

⁴² See *Capstar TX Limited Partnership (WKSS(FM))*, Notice of Apparent Liability, 20 FCC Rcd 10636 (Enf. Bur. 2005) (forfeiture paid); *AT&T Wireless Services, Inc.*, Notice of Apparent Liability, 17 FCC Rcd 21866, 21871 (2002); *KVGL, Inc.*, Memorandum Opinion and Order, 42 FCC Rcd 258, 259 (1973).

⁴³ Cf. *Caguas Educational TV, Inc. (WLAZ(FM))*, Notice of Apparent Liability, 20 FCC Rcd 6093 (Enf. Bur. 2005) (forfeiture paid) (\$10,000 forfeiture imposed for first-time violation involving more than 1,600 repetitions of two announcements over a five-month period); *Family Life Educational Foundation (KOUZ(FM))*, Notice of Apparent Liability, 17 FCC Rcd 16317 (Enf. Bur. 2002) (forfeiture paid) (\$2,000 forfeiture imposed for repeat violation involving 120 repetitions of single message over a three-month period).

referenced above. To the extent practicable, the response, if any, shall also be sent via e-mail to Hillary.DeNigro@fcc.gov, Kenneth.Scheibel@fcc.gov, and Anita.Patankar-Stoll@fcc.gov.

16. The Commission will not consider reducing or canceling a forfeiture in response to a claim of inability to pay unless the respondent submits: (1) federal tax returns for the most recent three-year period; (2) financial statements prepared according to generally accepted accounting practices (“GAAP”); or (3) some other reliable and objective documentation that accurately reflects the respondent’s current financial status. Any claim of inability to pay must specifically identify the basis for the claim by reference to the financial documentation submitted.

17. **IT IS FURTHER ORDERED** that the above-referenced complaint filed **IS GRANTED** to the extent indicated herein and **IS OTHERWISE DENIED**, and the instant complaint proceeding **IS HEREBY TERMINATED**.⁴⁴

18. **IT IS FURTHER ORDERED** that a copy of this Notice shall be sent, by Certified Mail/Return Receipt Requested, to Jones College, 5353 Arlington Expressway, Jacksonville, Florida, 32211, and by regular mail to its counsel, Christopher D. Imlay, Esq., Booth, Freret, Imlay & Tepper, P.C., 14356 Cape May Road, Silver Spring, Maryland 20904-6011.

FEDERAL COMMUNICATIONS COMMISSION

Kris Anne Monteith
Chief, Enforcement Bureau

⁴⁴ For purposes of the forfeiture proceeding initiated by this NAL, Jones College shall be the only party to this proceeding.

ATTACHMENT

The following text was transcribed from audio recordings of underwriting announcements broadcasted on WKTZ-FM, Jacksonville, Florida, on July 2 and/or 9, 2005:

1. Annabelle's Gifts and Home Furnishing Gallery

All right...uh this being the uh...4th of July weekend, how about doing something fun if you have nothing else planned, today ...uh let me suggest a visit to "Annabelle's Gifts and Home Furnishing Gallery" in Orange Park. There's a decorator item at Annabelle's I'd like to tell you about, you ought to look at and see it might be something you'd like to have ...Its call "Wallpaper for Windows" etch art. Yeah, that's right it's called "Wallpaper for Windows" and what it is... it's a static-cling film that fits most the standard and custom windows and glass doors and has the look of etched glass, available in many patterns, including the new "Wallpaper for Windows Privacy Glass." Privacy glass lets light in but obscures the visibility through a window or glass door, plus it filters 95% of the ultraviolet rays, protecting carpets and furnishing from fading. "Wallpaper for Windows" new privacy glass is the answer for creating a decorative focus or to dress up windows, glass doors, kitchen covers, glass shower doors... Now you can install it, you can remove it, you can reuse it if you like and of course you can clean it. "Wallpaper for Windows," transforming your windows into works of art... at "Annabelle's Gifts and Home Furnishings Gallery" on College Drive, immediately off Landing Boulevard in Orange Park. A special place, always with something special for you.

2. Sid Higginbotham Builder, Inc. (At 22:36 minutes from the beginning of recording)

Sometime ago, a newspaper writer, commenting on, uh house construction in a local newspaper here in Jacksonville stated that, quote: "the quality of a new home will be determined in large measure by the skill of the building professional who constructs it" U-hum! "and you should shop for a builder as careful as you shop for the features of a home." Well, let me tell you about "Sid Higginbotham Master Builder." Sid Higginbotham Builder Inc., founded by Sid in 1957, he is the longest continuous builder in Northeast Florida. Tells you something doesn't it? Building in, oh!, in communities like Eagle Harbor at Fleming Island, Julianton Creek Plantation, Magnolia Point Golf and Country Club, two communities bordering Doctor's Lake, one is Paradise Moorings and the other is Romeo Point. Of course, if you have some property; Sid Higginbotham will build on your land as well. They are also building in [the] Eagle Lake Landing in the estate section of Oakley Plantation and I know you'd like some information about how Sid and his son Roger can build your home and a model location, call 771- 5816. That is 771-5816. Sid Higginbotham Master Builder, Sid Higginbotham Builder Inc. and for their web page is w Sid Higginbotham. Let's start again, the web page is www.sidhigginbotham.com Alright? Alright.

3. Donovan Heat and Air

If you are tired of high utilities bills, Donovan Heat and Air has a new tool I'd like to tell you about. It's called air diagnostics. Air diagnostics it has to do with the ducting system in your heating and cooling system. Your system is attached to electrical and refrigeration lines but then there's the ducting system and even if other components were perfectly, ducting defects can reduce the amount of cooling and heating and the system's efficiency by up to, I'm told, about 50%. Now they age poorly, they wrinkle, they sag, and even if you needed to do some updating

to your system, Donovan Heat and Air has the tools and the training and their air diagnostics can help you make decisions about your air conditioning system. Now here is the number to call two, two, three, forty two hundred; two, two, three, forty two hundred, and with Donovan my friends you know who you're dealing with.

4. Windsor Park Golf Club

For golfers of all ages here's some good advice from Doctor Bob Rotella. He is the author of "Golf is not a game of Perfect" and he says quote: "Don't let the good play of your opponents distract you and foul up your game. Assume that they'll hit their best possible shots, then if it happens, you'll be prepared for it." Alright, that's good advice from Bob Rotella and now some good news for all of you 55 years and up senior golfers, who are looking to put your game on the right course, and the course, I'm speaking about is the course at Windsor Park Golf Club, Windsor Park Golf Club. The senior bonus program is valid four days a week, and that's Mondays through Thursdays at the senior's rate and that includes your golf cart. Now the Windsor Park Golf Course is challenging, so seniors 55 years and up, the seniors rate Mondays through Thursdays except TPC week and holidays, well its for you. Here is a number for you to call 223-golf that's 223-golf for details and if it's in your mind go ahead and arrange a tee time. Windsor Park Golf Club, it's on Hudgins Boulevard between Beach and the Butler.

5. Annabelle's Gifts and Home Furnishing Gallery

Let me tell you about "Annabelle's Gifts and Home Furnishing Gallery" in Orange Park. Annabelle's with gifts and accessories for any occasion, oh along with interior appointments and floral designs, chest, cabinets, tables, pictures, mirrors, lamps, Emerson furniture, furniture, furniture. Now, at Annabelle's three products to care for your furniture and carpets and fabrics... Wyman Furniture Polish with lemon oil, for no wax build ups, also Wyman Panel and Cabinet Polish for covering up scratches and a spray product called Wineaway, for removing red wine stains on carpets and fabrics Now speaking about furniture, Anabelle's has introduced Ambiance Imports, Ambiance Imports and their line of furniture for bath and hearth. Furniture for powder rooms and fire places specially designed to provide shelving and storage in your limited space areas and so much more. Now all waiting your distern...your discerning... I can say your discreet and discerning taste, at Annabelle's on College Drive. That's immediately off Landing Boulevard on Orange Park. It's a special place, always with something special for you.

6. Claude Nolan Cadillac

And *Swingtime* being brought to you by Claude Nolan Cadillac, out there on South Side Boulevard across from Tinsel Town just north of the Butler and you'll find the goal here is to serve you. And whether you decide to buy or lease, Claude Nolan's Finance and Insurance Office, offers a range of financing options. Claude Nolan Cadillac, they've been doing things right since nineteen five.

7. Donovan Heat and Air

Have you ever become concerned about carbon monoxide levels in your home? You know symptoms included, oh, light headiness, coughing, flu like symptoms. Perhaps you have a detector that's gone off in the past. Well if you have a concern, Donovan Heat and Air will like to help. Donovan has the instrumentation to check carbon monoxide levels and will provide you with a report. Now, Donovan understands how carbon monoxide is generated and how it moves throughout a building. Donovan measures where it's produced and then compares all the

readings to the very toughness standards. Donovan Heat and Air will then issue, what they call a report card and provide you with simple steps to reduce carbon monoxide levels. Now, if you'd like to know if your home makes the grade, contact Donovan Heat and Air at two, two, three, forty two hundred; that's two, two, three, forty two hundred. Donovan has detectors for sale, too. So, for more information on the dangers of carbon monoxide and how to make and keep your home safe from it, call Donovan at two, two, three, forty two hundred. With Donovan, you know who you're dealing with.

8. Vystar Credit Union

Funding for the broadcast of today's *Swingtime*, has been provided by . . . Vystar Credit Union. Now, whether its better interest rates on your savings, loans that are more within your reach, or just a firm hand shake and good old fashion service -- you deserve it. Vystar Credit Union and Vystar Financial Group, we never forget that it's your money.