

**AMENDMENT NO. 1
TO THE AGREEMENT BETWEEN THE CITY OF RAPID CITY AND THE EVANGELICAL
LUTHERAN GOOD SAMARITAN SOCIETY REGARDING THE DESIGN, CONSTRUCTION
AND DEDICATION OF LAND FOR A WATER RESERVOIR, WATER TRANSMISSION MAIN
AND BOOSTER STATION**

This amendment to the agreement (the "Agreement") is made and entered into by and between the CITY OF RAPID CITY, a municipal corporation located at 300 Sixth Street, Rapid City, SD 57701 (herein after referred to as the "City") and THE EVANGELICAL LUTHERAN GOOD SAMARITAN SOCIETY, located at 4800 West 57th Street, Sioux Falls, SD 57117 (herein after referred to as the "Developer").

WHEREAS, the original Agreement outlined terms for the types of facilities (i.e. 750,000 gallon reservoir, water transmission line, booster station, if needed, and related appurtenant facilities), their dedication, and the construction funds allocated by the City (\$1,000,000); and

WHEREAS, the Developer has fulfilled the obligation to retain a professional engineering firm (the "Consultant") and completed the design of the facilities based on design criteria and capacity requirements furnished by the City; and

WHEREAS, the City has reviewed and accepted the design from the Consultant and confirmed that the project is ready for bidding and construction; and

WHEREAS, additional clarification to the original Agreement is necessary to complete the bidding and construction tasks.

NOW THEREFORE, in consideration of the progress of the terms of the Agreement and the mutual promises made herein the parties hereby agree as follows:

1. The bidding, basic construction services, and expanded construction services shall be completed in compliance with "Exhibit A – Scope of Services" and "Exhibit B – Resident Project Representative" by the Developer's Consultant through a contract with the City of Rapid City Public Works Department.
2. The fees for the Consultant's professional services for bidding, basic construction, and expanded construction shall be invoiced to the City per standard Public Works contract procedures. The City will invoice the Developer in kind, without any additions or subtractions, for the services rendered to the City by the Developer's Consultant. The Developer shall reimburse the City for these costs.
3. The construction contract documents shall be prepared indicating that the general contractor shall obtain a no cost building permit for the project. The building permit cost shall be billed interdepartmentally to the Public Works Department. The Public Works Department will pay the cost of the building permit. The City will invoice the Developer in kind, without any additions or subtractions, for the cost of the building permit. The Developer shall reimburse the City for these costs.
4. All section(s), or provisions of the original Agreement shall remain in effect unless directly modified in this Amendment.
5. If the Developer is a corporation, it has the power to enter into this agreement and its officers signing for it have full power and authority to do so.

Dated this _____ day of _____, 2010.

CITY OF RAPID CITY

ATTEST:

Mayor

Finance Officer

(Seal)

THE EVANGELICAL LUTHERAN GOOD
SAMARITAN SOCIETY

By: _____
Its: _____

State of South Dakota)

ss.

County of Pennington)

On this _____ day of _____, 2010, before me, the undersigned officer, personally appeared Alan Hanks and Pauline Sumption, who acknowledged themselves to be the Mayor of the City of Rapid City and Finance Officer of the City of Rapid City respectively, and as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public, South Dakota

(seal)

My Commission Expires

State of South Dakota)

ss.

County of Pennington)

On this _____ day of _____, 2010, before me, the undersigned officer, personally appeared _____, who acknowledged himself/herself to be the _____ of The Evangelical Lutheran Good Samaritan Society, and as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

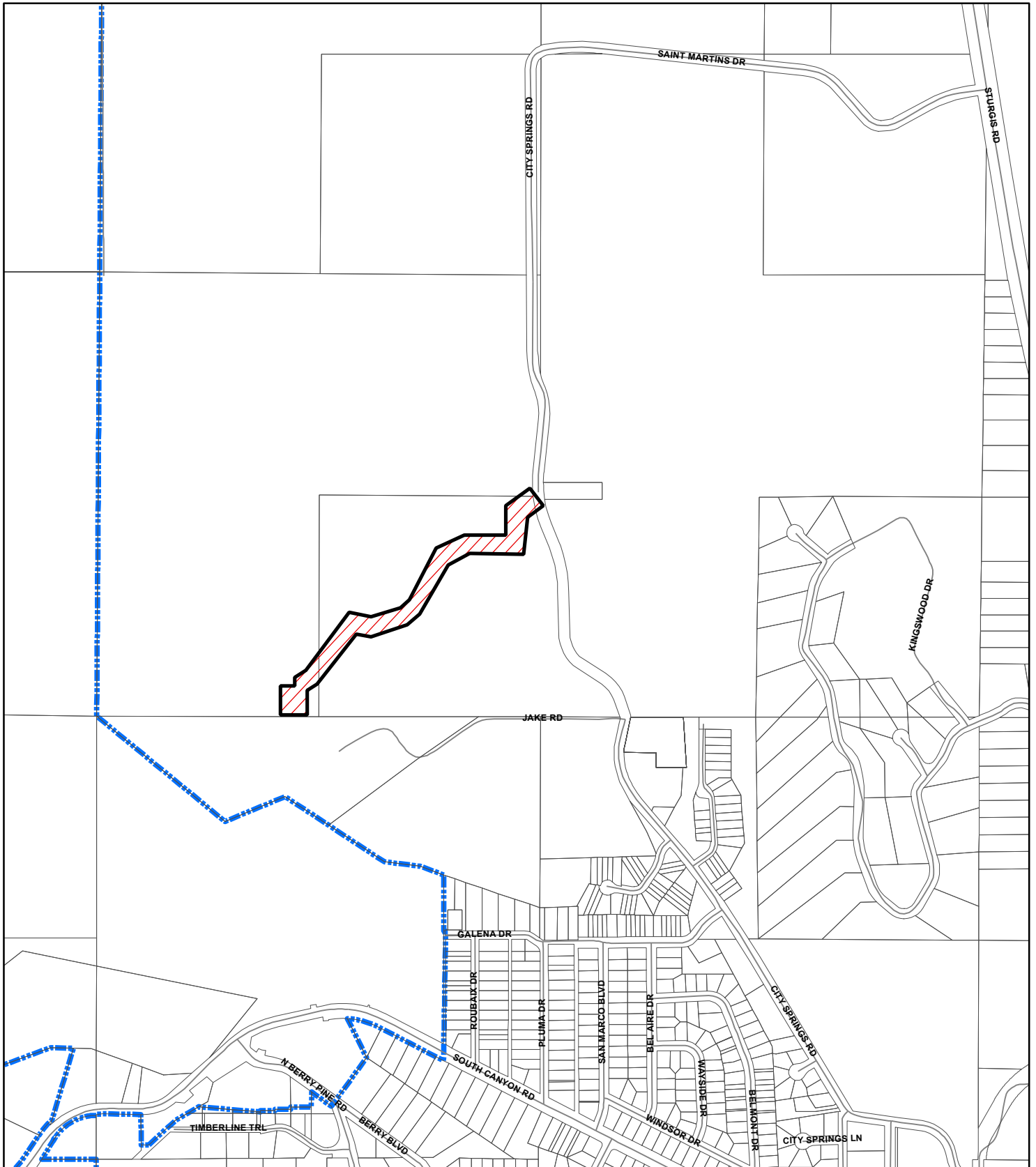
Notary Public, South Dakota

(seal)

My Commission Expires

EXHIBIT A

PW110910-12



**NORTH PINEDALE WATER STORAGE RESERVOIR
FOR GOOD SAMARITAN SOCIETY SAINT MARTIN'S VILLAGE
PROJECT NO. W10-1890
CIP NO. 50832
Item #15**