

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, DC 20549
Form 10-K/A
Amendment No. 1**

ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934
For the fiscal year ended December 31, 2011

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934
For the transition period from _____ to _____

Commission File Number 001-31303

BLACK HILLS CORPORATION

Incorporated in South Dakota

625 Ninth Street

IRS Identification Number

Rapid City, South Dakota 57701

46-0458824

Registrant's telephone number, including area code
(605) 721-1700

Securities registered pursuant to Section 12(b) of the Act:

<u>Title of each class</u>	<u>Name of each exchange on which registered</u>
Common stock of \$1.00 par value	New York Stock Exchange

Indicate by check mark if the Registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act.

Yes No

Indicate by check mark if the Registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act.

Yes No

Indicate by check mark whether the Registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the Registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days.

Yes No

Indicate by check mark whether the Registrant has submitted electronically and posted on its corporate Website, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§ 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the Registrant was required to submit and post such files).

Yes No

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K is not contained herein, and will not be contained, to the best of Registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K.

Indicate by check mark whether the Registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer or a smaller reporting company (as defined in Rule 12b-2 of the Exchange Act).

Large accelerated filer Accelerated filer Non-accelerated filer Smaller reporting company

Indicate by check mark whether the Registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act).

Yes No

State the aggregate market value of the voting stock held by non-affiliates of the Registrant.

At June 30, 2011 \$1,169,775,169

Indicate the number of shares outstanding of each of the Registrant's classes of common stock, as of the latest practicable date.

<u>Class</u>	<u>Outstanding at January 31, 2012</u>
Common stock, \$1.00 par value	43,929,272 shares

Documents Incorporated by Reference

Portions of the Registrant's Definitive Proxy Statement being prepared for the solicitation of proxies in connection with the 2012 Annual Meeting of Stockholders to be held on May 23, 2012, are incorporated by reference in Part III of this Form 10-K.

EXPLANATORY NOTE

We filed the Annual Report on Form 10-K for the year ended December 31, 2011 for Black Hills Corporation (the “Company”) with the Securities and Exchange Commission on February 29, 2012 (the “Original Filing”). We are filing this Amendment No. 1 on Form 10-K/A (“Amendment 1”) for the sole purpose of filing Exhibit 10.19, which was unintentionally omitted from the Original Filing.

Except as described above, no other changes have been made to the Original Filing, and this Amendment 1 does not otherwise amend, update or change the financial statements or disclosures in the Original Filing.

PART IV

ITEM 15. EXHIBITS, FINANCIAL STATEMENT SCHEDULES

3. Exhibits

Exhibit Number	Description
10.19†	Form of Non-Disclosure and Non-Solicitation Agreement for Certain Employees.
31.1	Certification of Chief Executive Officer pursuant to Rule 13a - 14(a) of the Securities Exchange Act of 1934.
31.2	Certification of Chief Financial Officer pursuant to Rule 13a - 14(a) of the Securities Exchange Act of 1934.

† Indicates a board of director or management compensatory plan.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

BLACK HILLS CORPORATION

By: /S/ ANTHONY S. CLEBERG

Anthony S. Cleberg, Executive Vice President
and Chief Financial Officer

Dated: March 1, 2012

INDEX TO EXHIBITS

Exhibits

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† Indicates a board of director or management compensatory plan.

NON-DISCLOSURE AND NON-SOLICITATION AGREEMENT

In consideration of the eligibility for and receipt of the 2012 incentive plan benefits, including the Short-term Incentive Plan and the Long-term Incentive Compensation, in whatever form granted, including Restricted Stock and Performance Shares, Employee knowingly and voluntarily agrees to these Non-Disclosure and Non-Solicitation obligations, as follows:

1. **Access to Confidential Information.** Employee is employed in a position that, in the course and scope of Employee's employment, provides Employee access to various trade secrets and confidential information belonging to the Company, including information created by Employee alone or jointly with others. Such information enables Employee to perform services of a unique or special nature. Employee acknowledges Employee's employment places Employee in a position of trust and confidence with the Company, its shareholders, officers, directors, employees, customers and agents.
2. **Scope of Confidential Information.** The Company is engaged in the diversified energy businesses, including regulated gas and electric utilities, oil and gas exploration, coal mining, and wholesale power generation. Employee acknowledges that the Company's business and services are highly specialized, and the identity and particular needs of the Company's customers, contract counter-parties, suppliers and contractors are not generally known. The term "Confidential Information", for purposes of this Agreement, includes all information and material, whether in written, electronic, or oral form, or any other form whatsoever, that is proprietary and has not been publicly disclosed by the Company, including the Company's trade secrets. Specifically, Confidential Information also includes but is not limited to:
 - (a) Documents and personally private information regarding (i) the Company's employees (identifying information, protected health information, salary/incentive pay structure and information, performance evaluations); (ii) contract counterparties; and, (iii) transactions with counterparties, including information that is provided to Company that is subject to obligations of confidentiality;
 - (b) Business plans and strategies, records of financial performance, methods of operation, budgets, sales or forecasts;
 - (c) Competitive analyses, engineering plans or drawings, training materials;
 - (d) Pricing information and costs or projected costs;
 - (e) Bids or proposals, and contract arrangements with counterparties, including specific terms of such arrangements;
 - (f) Financial statements, analyses, reports and positions, that are not publicly disclosed;
 - (g) "Work product" that has been compiled by employees or agents of the Company or purchased by the Company (such as subscriptions), even if the information contained in the work product is or could be publicly available; and,
 - (h) Any other information that the Company would not divulge to any of its competitors.

Confidential information also includes all information that is derivative in nature, such as all documents or items that reflect what Employee does with, or how Employee evaluates or adapts the information to a particular use. Employee further acknowledges that trade secrets and other

Confidential Information of the Company are and will be developed through substantial expenditure of time, intellect, craft, skill, effort and money and are the Company's valuable and unique property, the loss of which cannot adequately be compensated by damages in an action at law.

3. **Disclosure and Use of Confidential Information.** Employee will use the Confidential Information only for purposes of performing Employee's duties to the Company, within the course and scope of Employee's employment. Employee will not use or disclose any Confidential Information, in whole or in part, for any other purpose. Employee agrees to keep confidential all Confidential Information and to preserve the confidential and proprietary nature of the Confidential Information at all times, even following the termination of Employee's employment for any reason, whether voluntary or involuntary. Employee will not, directly or indirectly, copy, take or remove from the Company's premises or from secure electronic information systems and hardware any Confidential Information.
4. **Ownership and Return of Confidential Information.** All right, title and interest in and to Confidential Information will remain the exclusive property of the Company even following termination of Employee's employment. Nothing in this Agreement will be construed to convey to Employee any right, title or interest or right to use any Confidential Information, except as permitted by this Agreement. Immediately upon the termination of Employee's employment with the Company, and at any time upon the request of the Company, Employee will return all Confidential Information and Company property in Employee's possession, including without limitation all originals, copies, notes or any other form of such material, without retaining any copy or duplicates thereof. Employee will return, or if so directed, will delete or destroy any and all written, printed, electronic or other material or information derived from Confidential Information. Employee will deliver to the Company all devices on which Confidential Information is stored, including all electronic or digital copies, without retaining any copy or duplicate thereof. If Employee fails to return the Company's property or Confidential Information, Employee agrees that Employee will reimburse the Company for its expenses, including attorney fees, incurred in seeking the return of these items.
5. **Obligations to Others.** The Company also honors the confidentiality of other companies' confidential and proprietary information. Employee affirms that Employee has not and will not disclose to the Company or use in Employee's employment with the Company, in knowing violation of an obligation of confidentiality, any information belonging to a former employer, or that was received under any other obligation of confidentiality.
6. **Injunctive Relief.** Employee acknowledges that the interests of the Company would be irreparably harmed, and the remedy at law available to Company for the breach of any obligation under this Agreement would be inadequate. Employee agrees that, in addition to any other remedy available at law or in equity, the Company may be granted temporary or permanent injunctive relief in any proceeding brought to enforce any provision of this Agreement or to prevent the actual or threatened disclosure of Confidential Information, without necessity of proof of actual damage, and without posting a bond.
7. **Non-Competition During Employment.** Employee agrees that from the Effective Date until the

termination of Employee's employment, for any reason, whether voluntary or involuntary, Employee will not engage in any activity that is in any way competitive with the business or demonstrably anticipated business of the Company. Employee will not assist any other person or entity in competing or preparing to compete with any business or demonstrably anticipated business of the Company. Employee activity that is prohibited by this Agreement includes, but is not limited to:

- (a) Solicitation of customers, business, or selling products or services in competition with, or for any business that competes with the Company;
- (b) Diverting, enticing, or taking away any employees, customers or business of the Company or attempting to do so; or
- (c) Acting as a consultant or agent for, promoting, or assisting any individual or entity engaged in any business that competes with the Company.

8. **Non-Solicitation of Employees and Others.** During Employee's employment and for a period of one (1) year after the termination of Employee's employment for any reason, whether voluntary or involuntary, Employee agrees that Employee will not directly or indirectly, on Employee's own behalf or on the behalf of any other individual or entity:

- (a) Solicit the employment of any employee of the Company or any of its subsidiaries or affiliates, on behalf of the Employee or any other individual or entity, or otherwise interfere with the employment relationship between any such employee and the Company, its subsidiaries or affiliates;
- (b) Solicit, induce, or entice any of the Company's agents, representatives, consultants, contractors or customers with whom Employee had access during Employee's employment with the Company, to terminate or alter their relationship with the Company.

Employee agrees that while employed by the Company and for one (1) year thereafter, Employee will communicate the contents of this Agreement to any individual, entity or association with which Employee intends to be employed, become associated or to represent. For purposes of this paragraph 8, the geographic scope will be limited to those locations where the employees, agents, representatives, consultants, contractors or customers of Company reside or do business.

9. **Reasonable Restrictions.** Employee has carefully read and considered the provisions of this Agreement and, having done so, agrees that the restrictions set forth above, including the time periods of restriction set forth in paragraph 8, are reasonable and are reasonably required for the protection of the interests of the Company. Employee agrees that this Agreement is necessary and designed to protect the Company's trade secrets and other important business interests.

Employee

Title

CERTIFICATION

I, David R. Emery, certify that:

- 1 I have reviewed this Annual Report on Form 10-K/A of Black Hills Corporation;
- 2 Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report; and
- 3 Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report.

Date: March 1, 2012

/S/ DAVID R. EMERY

David R. Emery

Chairman, President and

Chief Executive Officer

CERTIFICATION

I, Anthony S. Cleberg, certify that:

- 1 I have reviewed this Annual Report on Form 10-K/A of Black Hills Corporation;
- 2 Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report; and
- 3 Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report.

Date: March 1, 2012

/S/ ANTHONY S. CLEBERG

Anthony S. Cleberg
Executive Vice President and
Chief Financial Officer