STATE OF NORTH DAKOTA

PUBLIC SERVICE COMMISSION

Public Service Commission
Keller Construction LLC
Damage Prevention Enforcement

Case No. DM-25-93

ORDER ON CONSENT AGREEMENT

August 12, 2026

Preliminary Statement

Keller Construction LLC (Keller) is a foreign corporation with a principal address of 7700 Mount Royal Lane, Rapid City, South Dakota 57702.

On March 17, 2025, the Commission received a North Dakota One-Call Complaint (Complaint) from Kinder Morgan alleging that Keller violated N.D.C.C. § 49-23-04(1) by failing to contact the notification center and provide an excavation or location notice before beginning excavation, as required under the One-Call Excavation Notice System.

On February 9, 2026, Staff received Keller's response to the Complaint. Keller acknowledged that although it had obtained a valid excavation notice, it excavated outside the area identified in that notice.

On July 21, 2026, a Consent Agreement between Public Service Commission Advocacy Staff (Advocacy Staff) and Keller was filed for the resolution of the Complaint.

Discussion

N.D.C.C. § 49-23-04(1) provides that "[e]xcept in an emergency, an excavator shall contact the notification center and provide an excavation or location notice before beginning any excavation. An excavation begins the first time excavation occurs in an area that was not previously identified by the excavator in an excavation notice."

Having investigated the alleged violation, Staff believes Keller violated N.D.C.C. § 49-23-04(1) by failing to contact the notification center and providing an excavation or location notice before beginning an excavation.

Keller and Advocacy Staff engaged in good faith settlement discussions resulting in a Consent Agreement intended to avoid further administrative proceedings or litigation.

Having considered this matter, the Commission finds the Consent Agreement is reasonable and acceptable. Therefore, the Commission issues the following:

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Order

The Commission Orders:

1. The Consent Agreement between Keller and Advocacy Staff filed with the Commission on July 21, 2026, is approved. A copy of the Consent Agreement is attached to and made a part of this Order on Consent Agreement (Order).

2. Keller is assessed a civil penalty of $500.

3. Keller shall remit the $500 civil penalty payable to the North Dakota Public Service Commission, within ten (10) business days of service of this Order.

4. Keller agrees to provide the Commission, within ten (10) business days of service of this Order, a U.S. Department of the Treasury Internal Revenue Service Form W-9 for purposes of the identification requirement of Internal Revenue Code, 26 U.S.C. § 162(f)(2)(A)(ii), the performance is restitution, remediation, or an amount paid to come into compliance with the law.

PUBLIC SERVICE COMMISSION

Sheri Haugen-Hoffart	Randy Christmann	Jill Kringstad
Sheri Haugen-Hoffart	**Randy Christmann**	**Jill Kringstad**
Commissioner	**Chair**	**Commissioner**

BEFORE THE PUBLIC SERVICE COMMISSION OF NORTH DAKOTA

Public Service Commission **Keller Construction LLC** **Damage Prevention Enforcement**	**Case No. DM-25-93**

PUBLIC SERVICE COMMISSION,	)	
	)	
Complainant,	)	
	)	
vs.	)	**CONSENT AGREEMENT**
	)	
	)	
Keller Construction LLC	)	
	)	
Respondent.	)	

This Consent Agreement is entered into by and between Keller Construction LLC (Keller) and the Public Service Commission (Commission) Advocacy Staff (Staff) (together, the Parties) for resolution of Case No. DM-25-93.

Preliminary Statement

On March 17, 2025, the Commission received a North Dakota One-Call Complaint (Complaint) from Kinder Morgan alleging that Keller violated N.D.C.C. § 49-23-04(1) by failing to contact the notification center and provide an excavation or location notice before beginning excavation, as required under the One-Call Excavation Notice System.

On February 9, 2026, Staff received Keller's response to the Complaint. Keller acknowledged that although it had obtained a valid excavation notice, it excavated outside the area identified in that notice.

Discussion

On March 12, 2025, Keller submitted an excavation notice to the North Dakota One-Call Notification Center (NDOC) for work to begin on March 15, 2025, to install electrical utility poles and anchors at an oil well site located southeast of Williston, North Dakota. NDOC assigned Ticket No. 25009532.

On March 15, 2025, Keller excavated approximately 600 feet outside the excavation area identified in Ticket No. 25009532.

Violations

N.D.C.C. § 49-23-04(1) provides that "[e]xcept in an emergency, an excavator shall contact the notification center and provide an excavation or location notice before beginning any excavation. An excavation begins the first time excavation occurs in an area that was not previously identified by the excavator in an excavation notice."

Based on Staff's investigation and the information provided by Kinder Morgan and Keller, Staff believes Keller violated N.D.C.C. § 49-23-04(1) by failing to contact the notification center and providing an excavation or location notice before beginning an excavation.

Agreement

The Parties engaged in good-faith settlement discussions that resulted in this Consent Agreement. The Parties agree that settlement of this matter will avoid further administrative proceedings or litigation and that entry into this Consent Agreement is an appropriate and efficient means of resolving this administrative enforcement action. Accordingly, the Parties agree to the following terms, subject to the approval and acceptance of the Commission:

1. Keller admits that it violated N.D.C.C. § 49-23-04(1) by commencing excavation in an area that was not identified in its excavation notice without first providing a new excavation or location notice to the notification center.
2. Keller agrees to pay a civil penalty in the amount of $500.
3. Keller shall remit the $500 civil penalty to the North Dakota Public Service Commission within ten (10) business days after the date of service of the Commission's Order approving this Consent Agreement.
4. Staff agrees that it will not initiate any additional administrative proceeding or seek any additional remedy or civil penalty against Keller based upon the violations alleged in this matter.
5. Keller consents to the filing of this Consent Agreement and to the issuance of an Order approving it. By executing this Consent Agreement, Keller knowingly and voluntarily waives any further procedural rights in this matter, including the right to a hearing before the Commission, the right to present evidence, the right to examine and cross-examine witnesses, the right to be represented by counsel, and the right to seek administrative or judicial review of an Order consistent with this Consent Agreement.
6. Keller agrees to provide the Commission with a completed Internal Revenue Service Form W-9 within ten (10) business days after the date of service of the Commission's Order approving this Consent Agreement.
7. This Consent Agreement constitutes the entire agreement between the Parties concerning the matters addressed herein. There are no other covenants, promises, representations, or understandings except as expressly set forth in this Consent Agreement.

8. This Consent Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together constitute one and the same instrument.

9. The undersigned represents that he or she is authorized to execute this Consent Agreement on behalf of Keller and to bind Keller to its terms, and that he or she has read, understands, and voluntarily agrees to the terms of this Consent Agreement.

Dated this 21st day of July, 2026

PUBLIC SERVICE COMMISSION
ADVOCACY STAFF – DAMAGE PREVENTION

By: _____

Christopher Martens
Special Assistant Attorney General (Bar ID 09229)
Public Service Commission
600 E. Boulevard Ave., Dept. 408
Bismarck, ND 58505-0480
701-328-7660

Dated this 21 day of July, 2026

Keller Construction LLC

By: _____

Kirby Keller
Owner
Keller Construction LLC
7700 Mount Royal Ln
Rapid City, SD 57702-8763

Brad Hollenbeck
Registered Agent for
Keller Construction LLC
3131 Bay Shore Bend
Mandan, ND 58554