

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
Washington, DC 20549

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the Securities Exchange of 1934

Date of Report: February 21, 2007
(Date of earliest event reported)

PLANGRAPHICS, INC.

(Exact name of registrant as specified in its charter)

Colorado	0-14273	84-0868815
-----	-----	-----
(State of incorporation)	(Commission File Number)	(IRS Employer Identification No.)

112 East Main Street, Frankfort, KY 40601

(Address of principal executive offices)	(Zip Code)
--	------------

Registrant's telephone number, including area code (720) 851-0716

(Former Name and address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

ITEM 5.02 DEPARTURE OF DIRECTORS OR PRINCIPAL OFFICERS; ELECTION OF DIRECTORS; APPOINTMENT OF PRINCIPAL OFFICERS; COMPENSATORY ARRANGEMENTS OF CERTAIN OFFICERS.

On February 21, 2007 and February 23, 2007, respectively, PlanGraphics, Inc. (“the Company”) entered into amendments to the employment agreements of John C. Antenucci, the Company’s chief executive officer, and Frederick G. Beisser, the Company’s chief financial officer, to extend the term of their existing employment agreements with the Company through December 31, 2007. The amendments provide for each officer to place a one-time amount equal to one month of FY 2007 gross salary and an ongoing fifteen percent of annual salary into a deferred salary account. Previous incentive bonuses have been deleted from the employment agreements and replaced with text relating to the release of the officer’s salary deferral, with the ability to earn additional amounts based on the earnings of PlanGraphics Inc. of Maryland, the Company’s subsidiary. The amendments also modify the provisions regarding separation pay to effectively freeze each officer’s separation benefits at the amount accrued as of September 30, 2006, and with the exception of the provisions for death of an officer, reduced by 50% through August 3, 2007.

As compensation for his agreement to the revised provisions of his Employment Agreement, each of Mr. Beisser and Mr. Antenucci is to receive a stock option grant to acquire shares of the common stock of the Company, amounting to 1,000,000 for Mr. Beisser and 1,750,000 for Mr. Antenucci. Such options will be fully vested upon grant and exercisable at a price of \$0.01 per share,. The options will be exercisable for a period of five (5) years from issuance.

In addition, Beisser’s amendment provides for compensation of \$5,000 in exchange of all accumulated unused Personal Time Off Program hours in excess of 200 hours, as of and prior to September 30, 2006. All unused PTO for FY 2007 and FY 2008 and existing at the date of termination of executive’s employment will be paid within 30 days.

The foregoing description of the amendments to the employment agreements does not purport to be complete and is qualified in its entirety by reference to the amendments, copies of which are attached hereto and incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

(c) Exhibits.

Exhibit No.	Description
10.1	Fourth Amendment to Employment Agreement for John Antenucci entered into as of February 21, 2007.
10.2	First Amendment to Employment Agreement for Frederick Beisser entered into as of February 23, 2007

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

PLANGRAPHICS, INC.
(Registrant)

February 24, 2007

/S/ Fred Beisser

(Signature)

Frederick G. Beisser
Senior Vice President - Finance
Secretary, Treasurer and Principal Accounting Officer

EXHIBIT INDEX

Exhibit No. Description

10.1 Fourth Amendment to Employment Agreement for John Antenucci entered into as of February 21, 2007.

10.2 First Amendment to Employment Agreement for Frederick Beisser entered into as of February 23, 2007

**Fourth Amendment to
Executive Employment Agreement
John C. Antenucci**

This Fourth AMENDMENT TO EXECUTIVE EMPLOYMENT AGREEMENT (Fifth Amendment”) is entered into as of February 21, 2007, effective as of October 31, 2006, by and between PlanGraphics Inc , a Colorado Corporation, formerly known as Integrated Spatial Information Solution, Inc. (‘Employer”) and John C. Antenucci (“Executive”).

WHEREAS, Executive and Employer are parties to an Executive Employment Agreement dated May 1, 2002 (“the Agreement”); and

WHEREAS, previous Amendments and extensions, cumulatively, have extended the term of the Agreement through October 31, 2006,

WHEREAS, the parties mutually desire to further extend the term and modify the provisions of the Agreement effective November 1, 2006.

NOW THEREFORE, and in consideration of the mutual covenants and agreements hereunder contained, the parties hereby agree as follows:

1) Paragraph 2 of this Agreement is hereby amended to change the Expiration Date to December 31, 2007.

2) Paragraph 14, Notices, is hereby amended to read as follows: Any written notice to be given to Employer under the terms of this Agreement shall be addressed to Employer as follows, unless the Executive is notified in writing of a change of address:

PlanGraphics Inc
112 East Main Street
Frankfort KY 40601

3) Paragraph A-1 of Exhibit A Salary shall be amended to include the following:

Beginning October 1, 2006, the Executive shall place in a deferred salary account the equivalent of 1 month of the Executive’s FY 2007 gross salary and fifteen percent (15%) of the Executive’s annual salary, \$23,550, collectively referred to as “the Executive’s Salary Deferral”.

4) Paragraph A-2 Incentive Bonus shall be deleted in its entirety and replaced with the following:

The Employer shall release the Executive’s Salary Deferral based on the earnings of PlanGraphics Inc. of Maryland (prorated on a calendar quarter by quarter basis) as follows;

- a) An amount equal to 18% of gross salary if EBITDA is greater than \$50K for any quarter and EBITDA exceeds \$50K for the FY.
- b) An amount equal to 23% of gross salary if EBITDA is greater than \$75K for any quarter and EBITDA exceeds \$75K for the FY.
- c) An amount equal to 28% of gross salary if EBITDA is greater than \$100K for any quarter and EBITDA exceeds \$125K for the FY.
- d) 3% of EBITDA greater than \$100,000 per quarter if EBITDA exceeds \$400K for the FY.

Note: The amounts in the above paras 4a) through 4c) are not accumulative; that is, if EBITDA exceeds \$100K for any quarter and \$125K for the FY, the deferred earnings equal 28% of gross salary, not the sum of 18%, 23%, and 28%.

To the extent that the Incentive Bonus exceeds the Executive Salary Deferral, the amounts paid shall be considered "Additional Compensation" and are subject to applicable withholdings for taxes.

The Executive's Salary Deferral and Additional Compensation shall be released within 15 days of the completion, by internal accounting staff, of the 4th quarter financials for the Company and no later than February 28, 2008.

- 2) Paragraph A-3 Commitment Compensation shall be deleted in its entirety and replaced with the following:

As compensation for Executive's Agreement to the revised provisions of the Employment Agreement, Executive shall receive a stock option grant of 1,750,000 shares of the common stock of PlanGraphics fully vested and priced at the market price on October 31, 2006. The options will be exercisable for a period of five (5) years from issuance.

- 3) Paragraph A-11 Separation Pay will be modified to include the following:

Separation benefits shall be frozen as of September 30, 2006 and with the exception of the provisions regarding Death of Executive, sub-paragraph (g), be reduced by 50% through August 3, 2007.

On a change of control, an amount equal to and no greater than the remaining balance of the '06 Deferral shall be immediately due to the Executive if an equal amount had not been previously distributed pursuant to paragraph A-2 and all stock options vested immediately.

Under a change of control, Separation Pay shall revert to those existing on September 29, 2006.

- 4) All other terms and condition of the Agreement shall remain unchanged.

EXECUTIVE

PLANGRAPHICS, INC
A Colorado Corporation

/S/ John C. Antenucci

/S/ Ray O'Mara

John C. Antenucci

Ray O'Mara

Date: 2/21/07

Date: 2/14/2007

**FIRST Amendment to
Executive Employment Agreement
Frederick G. Beisser**

This FIRST AMENDMENT TO EXECUTIVE EMPLOYMENT AGREEMENT (First Amendment”) is entered into as of February 23, 2007, effective as of October 31, 2006, by and between PlanGraphics Inc, a Colorado Corporation, formerly known as Integrated Spatial Information Solution, Inc. (‘Employer’) and Frederick G. Beisser (“Executive”).

WHEREAS, Executive and Employer are parties to an Executive Employment Agreement dated January 1, 2002 (“the Agreement”); and

WHEREAS, the term of the Agreement was previously extended from time to time through October 31, 2006,

WHEREAS, the parties mutually desire to further extend the term and modify the provisions of the Agreement effective November 1, 2006.

NOW THEREFORE, and in consideration of the mutual covenants and agreements hereunder contained, the parties hereby agree as follows:

- 1) Paragraph 2 of this Agreement is hereby amended to change the Expiration Date to December 31, 2007.
- 2) Paragraph 14, Notices, is hereby amended to read as follows: Any written notice to be given to Employer under the terms of this Agreement shall be addressed to Employer as follows, unless the Executive is notified in writing of a change of address:

PlanGraphics Inc
112 East Main Street
Frankfort KY 40601

- 3) Paragraph A-1 of Exhibit A Salary shall be amended to include the following:

Beginning October 1, 2006, the Executive shall place in a deferred salary account the equivalent of 1 month of the Executive’s FY 2007 gross salary (\$4,950) and fifteen percent (15%) of the Executive’s annual salary, \$9,900, collectively referred to as “the Executive’s Salary Deferral”.

- 4) Paragraph A-2 Incentive Bonus shall be deleted in its entirety and replaced with the following:

The Employer shall release the Executive’s Salary Deferral based on the earnings of PlanGraphics Inc. of Maryland (the “Company”) computed on a quarter by quarter basis and conditional on a positive EBITDA for the Fiscal Year ending September 30, 2007, as follows:

- a) An amount equal to 18% of gross salary if EBITDA is greater than \$50K for any quarter and EBITDA exceeds \$50K for the fiscal year
- b) An amount equal to 23% of gross salary if EBITDA is greater than \$75K for any quarter and EBITDA exceeds \$75K for the fiscal year
- c) An amount equal to 28% of gross salary if EBITDA is greater than \$100K for any quarter and EBITDA exceeds \$125K for the fiscal year
- d) 3% of the EBITDA greater than \$100,000 per quarter if EBITDA exceeds \$400K for the fiscal year.

The amounts in the above paragraphs 4a) through 4c) are not accumulative; that is, if EBITDA exceeds \$100K for any quarter and \$125K for the FY, the deferred earnings equal 28% of gross salary, not the sum of 18%, 23%, and 28%.

To the extent that the Incentive Bonus exceeds the Executive Salary Deferral, the amounts paid shall be considered "Additional Compensation" and are subject to applicable withholdings for taxes.

To the extent that the Incentive Bonus exceeds the Executive Salary Deferral, the amounts paid shall be considered "Additional Compensation" and are subject to applicable withholdings for taxes.

The Executive's Salary Deferral and Additional Compensation shall be released within 15 days of the completion, by internal accounting staff, of the 4th quarter financials for the Company and no later than February 28, 2008.

5) Paragraph A-3 Commitment Compensation shall be deleted in its entirety and replaced with the following:

As compensation for Executive's Agreement to the revised provisions of the Employment Agreement, Executive shall receive a stock option grant of 1,000,000 shares of the common stock of PlanGraphics fully vested and priced at the market price on October 31, 2006. The options will be exercisable for a period of five (5) years from issuance.

6) Executive shall be compensated \$5,000 in exchange of all accumulated unused PTO hours in excess of 200 hours, as of and prior to September 30, 2006. All unused PTO for FY 2007 and FY 2008 and existing at the date of termination of executive's employment will be paid within 30 days.

7) Paragraph A-11 Separation Pay will be modified to include the following:

Separation benefits shall be frozen at the amount accrued as of September 30, 2006 and with the exception of the provisions for Death of Executive, sub-paragraph (f), be reduced by 50% through August 3, 2007.

On a change of control, and conditioned on the Company having a positive cumulative EBITDA at the end of the month prior to the change of control, an amount equal to and no greater than the Executive's Salary Deferral and Additional Compensation shall be immediately due to the Executive pursuant to paragraph A-4 of this Amendment and all stock options vested immediately.

Under a change of control, the terms of Separation Pay shall revert to those existing on September 29, 2006.

5) All other terms and condition of the Agreement shall remain unchanged.

EXECUTIVE

PLANGRAPHICS, INC
A Colorado Corporation

/S/ Fred Beisser

/S/ Ray O'Mara

Frederick G Beisser

Ray O'Mara

Date: February 23, 2007

Date: 2/24/07