

**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: December 31, 2007  
(Date of earliest event reported)

**PLANGRAPHICS, INC.**

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(Exact name of registrant as specified in its charter)

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

112 East Main Street, Frankfort, KY 40601  
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(Address of principal executive offices)	(Zip Code)
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Registrant's telephone number, including area code (720) 851-0716

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(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 December 31, 2007, PlanGraphics, Inc. (“the Company”) executed 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, 2008.

For Mr. Antenucci, the amendment provides for him to place a total of fifteen percent of annual salary into an at-risk deferred salary account on a pro-rated basis each pay period. All other terms of his employment agreement remain the same.

For Mr. Beisser, all previous incentive bonuses and salary deferral have been deleted from the employment agreement and replaced with text relating to the officer’s ability to earn additional amounts based on the consolidated earnings of PlanGraphics Inc. of Colorado, the parent Company.

The foregoing descriptions of the amendments to the employment agreements do 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	Fifth Amendment to Employment Agreement for John Antenucci entered into as of December 26, 2007.
10.2	Second Amendment to Employment Agreement for Frederick Beisser entered into as of December 26, 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)

January 3, 2008

/S/ Fred Beisser

\_\_\_\_\_  
(Signature)

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

## EXHIBIT INDEX

Exhibit No. Description

10.1 Fifth Amendment to Employment Agreement for John Antenucci entered into as of December 26, 2007.

10.2 Second Amendment to Employment Agreement for Frederick Beisser entered into as of December 26, 2007

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

This FIFTH AMENDMENT TO EXECUTIVE EMPLOYMENT AGREEMENT (Fifth Amendment”) is entered into as of December 26, 2007 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, the term of the Agreement was previously extended from time to time through December 31, 2007,

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

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, 2008.
- 2) Beginning October 1, 2007, the Executive shall place in a salary-at-risk-account and on prorata bi-monthly basis, fifteen percent (15%) of the Executive’s annual salary, \$23,550,
- 3) All other terms and condition of the Agreement as amended shall remain unchanged

**EXECUTIVE**

**PLANGRAPHICS, INC**  
A Colorado Corporation

/S/ John C. Antenucci

/S/ John C. Antenucci

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John C. Antenucci

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John C. Antenucci  
President and CEO

Date: 12/26/07

Date: 12.26.07

WITNESS:

/S/ Fred Beisser

Fred Beisser

Secretary of the Corporation

Date: 12/31/2007

## **Second Amendment to Executive Employment Agreement Frederick G. Beisser**

This SECOND AMENDMENT TO EXECUTIVE EMPLOYMENT AGREEMENT (Second Amendment") is entered into as of December 26, 2007 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 December 31, 2007,

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

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

- 4) Paragraph 2 of this Agreement is hereby amended to change the Expiration Date to December 31, 2008.
- 5) Beginning October 1, 2007, provisions for salary deferrals included in the First Amendment are eliminated in their entirety.
- 6) Provisions for Incentive Bonus as amended in the First Amendment are hereby deleted and replaced with the following conditioned on a positive EBITDA of PlanGraphics Colorado for the Fiscal Year ending September 30, 2008, as follows;
  - a) An amount equal to 2% 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 5% 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 8% of gross salary if EBITDA is greater than \$100K for any quarter and EBITDA exceeds \$125K for the fiscal year
  - d) 3% of 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 cumulative. The amounts paid shall be considered "Additional Compensation" and are subject to applicable withholdings for taxes. Incentive Bonus shall be paid within 15 days of the completion, by internal accounting staff, of the 4<sup>th</sup> quarter financials for the Company and no later than December 31, 2008 or a change of control.

- 7) On a change of control, and conditioned on the Company having a positive EBITDA at the end of the month prior to the change of control, the Incentive Bonus shall be due and payable.
- 8) All other terms and condition of the Agreement as amended shall remain unchanged.

EXECUTIVE

/S/ Fred Beisser

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Frederick G Beisser

Date: 12/31/2007

PLANGRAPHICS, INC  
A Colorado Corporation

/s/ John C. Antenucci

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John C. Antenucci  
President and CEO

Date: 12.26.07