

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

PURSUANT TO SECTION 13 OR 15(d) OF
THE SECURITIES EXCHANGE ACT OF 1934

Date of Report (Date of earliest event reported): FEBRUARY 21, 2005

CENTERPOINT ENERGY, INC.

(Exact name of registrant as specified in its charter)

TEXAS

1-31447

74-0694415

(State or other jurisdiction
of incorporation)

(Commission File Number)

(IRS Employer
Identification No.)

1111 LOUISIANA

HOUSTON, TEXAS

77002

(Address of principal executive offices)

(Zip Code)

Registrant's telephone number, including area code: (713) 207-1111

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 1.01. ENTRY INTO A MATERIAL DEFINITIVE AGREEMENT.

CenterPoint Energy, Inc. Short Term Incentive Plan

On February 21, 2005, the Compensation Committee ("Compensation Committee") of the Board of Directors of CenterPoint Energy, Inc. (the "Company") approved certain matters in connection with the awards for the executive officers of the Company under the CenterPoint Energy, Inc. Short Term Incentive Plan (the "Plan") for fiscal year 2005. Additionally, on February 21, 2005, the Chief Executive Officer of the Company approved certain matters in connection with the awards for the other executive officers of the Company under the Plan for fiscal year 2005.

Cash bonuses are payable pursuant to the Plan based on the achievement of certain performance objectives approved in accordance with the terms of the Plan at the commencement of the year. In order for any amounts to be payable under the Plan with respect to 2005, the Company must pay a dividend of at least \$0.40 per share in the year. Target annual incentives for executive officers of the Company for 2005 range from 40% to 85% of base salary earned in 2005. The maximum payout for any executive officer is two times his target award. Plan funding is determined by measuring achievement of the performance criteria. Individual executive officer payouts are subject to discretionary adjustment by the Compensation Committee above or below the funding level, taking into account the Chief Executive Officer's assessment of certain individual performance measures. The payout to the Chief Executive Officer may be decreased below the level determined by measuring achievement but not increased.

The performance goals for the executive officers of the Company under the Plan for 2005 are based on the criteria summarized on Exhibit 10.1 hereof, which is incorporated by reference herein. As used in Exhibit 10.1, "Core Operating Income" is defined as total operating income of the Company excluding the operating income impacts of stranded cost recovery, restructuring and the proposed quasi-reorganization.

The Compensation Committee also approved the following payouts under the Plan pursuant to previously established performance criteria for fiscal year 2004 for the following executive officers: David M. McClanahan, \$738,281; Scott E. Rozzell, \$263,984; Gary L. Whitlock, \$267,159; Thomas R. Standish, \$178,884; Byron R. Kelley, \$202,335; and James S. Brian, \$152,505.

Long-Term Incentive Plan of CenterPoint Energy, Inc.

On February 21, 2005, the Compensation Committee approved performance objectives for and grants of (i) performance shares for the 2005-2007 performance cycle and (ii) restricted stock to the executive officers of the Company under the Long-Term Incentive Plan of the Company. Distributions pursuant to the performance share awards are based on a total shareholder return measure of the Company compared to companies in the S&P utility index, weighted at 70%, and improvement in the Company's ratio of equity to total capitalization, weighted at 30%. The restricted stock vests three years from the date of grant if a minimum of \$1.20 per share in cash dividends has been declared on the Company's common stock during the three-year period.

Target amounts for these awards range from 60% to 200% of base salary. Executive officers will receive 70% of their awards in performance shares and 30% in restricted stock. Payouts of the performance share awards range from 0% to 150% based on achievement of the applicable performance objectives.

A form of agreement for restricted stock awards with performance vesting under the Long-Term Incentive Plan of the Company is attached hereto as Exhibit 10.2 and is incorporated by reference herein. A form of agreement for performance shares under the Long-Term Incentive Plan of the Company was previously filed as Exhibit 10.3 to the Company's Current Report on Form 8-K filed with the SEC on January 26, 2005.

Executive Officer Base Salaries

On February 23, 2005, the Board of Directors of the Company approved the following base salaries for the following executive officers of the Company effective April 1, 2005: David M. McClanahan, \$880,000; Scott E. Rozzell, \$405,000; Gary L. Whitlock, \$415,000; Thomas R. Standish, \$314,000; Byron R. Kelley, \$302,000; and James S. Brian, \$260,000.

ITEM 8.01 OTHER EVENTS.

As disclosed in the Current Report on Form 8-K of the Company filed with the SEC on December 30, 2004, the Board of Directors of the Company adopted a plan for an accounting reorganization of the Company, to be effective as of January 1, 2005, and the Manager for CenterPoint Energy Houston Electric, LLC ("CenterPoint Houston") adopted a similar plan. These plans were adopted to eliminate the accumulated retained earnings deficit that exists at both companies; as adopted in December 2004, the plans were subject to the satisfaction of certain conditions on or before February 28, 2005. The Company is continuing to work to finalize the accounting reorganization, and on February 23, 2005, the Board of Directors of the Company amended the plan to require that unless the Board of Directors makes a determination that the accounting reorganization is inconsistent with the Company's regulatory obligations on or before May 10, 2005, the accounting reorganization would be implemented effective January 1, 2005. The Manager for CenterPoint Houston adopted an identical amendment to its plan.

ITEM 9.01. FINANCIAL STATEMENTS AND EXHIBITS.

The exhibits listed below are filed herewith.

(c) Exhibits.

- 10.1 Summary of Performance Goals and Objectives under the CenterPoint Energy, Inc. Short Term Incentive Plan.
- 10.2 Form of Restricted Stock Award Agreement (With Performance Vesting Requirement) under the Long-Term Incentive Plan of CenterPoint Energy, Inc.

SIGNATURE

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.

CENTERPOINT ENERGY, INC.

Date: February 25, 2005

By: /s/ James S. Brian

James S. Brian
Senior Vice President and
Chief Accounting Officer

EXHIBIT INDEX

EXHIBIT NUMBER -----	EXHIBIT DESCRIPTION -----
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SUMMARY OF PERFORMANCE GOALS AND OBJECTIVES UNDER THE CENTERPOINT ENERGY, INC.
SHORT TERM INCENTIVE PLAN

2005 PERFORMANCE GOALS

OFFICER GOALS

WEIGHT - -----

- David M.
McClanahan Core
Operating
Income 100%
Gary L.

Whitlock Core
Operating
Income 60%
Controllable
Expenditures
20% Specific
Operational
Improvement
Goals 20% Scott

E. Rozzell Core
Operating
Income 60%
Controllable
Expenditures
(combined
Legal,
Governmental
Affairs,
Regulatory and
Corporate
Communications)
20% Specific
Operational
Improvement
Goals 20%

Thomas R.
Standish Core
Operating
Income 30%
Achievement of
goals at
CenterPoint
Energy Houston
Electric, LLC
related to: 45%
- Operating
Income -
Controllable
Expenditures -
Customer
Satisfaction -
Safety -
Reliability

Achievement of
CenterPoint
Energy
Information
Technology
("IT") goals
related to: 25%
- Controllable
Expenditures -
Improving
efficiency -
Client
Satisfaction

Byron R. Kelley
Core Operating
Income 30%
Achievement of
Interstate
Pipelines goals
related to: 50%
- Operating
Income - Rates
of Project
Operating
Income to
Project Capital
Expenditures -

Customer
Satisfaction
Achievement of
Pipelines
Services goals
related to: 4%
- Operating
Income -
Controllable
Expenditures -
Pipeline
Expansion
Project
Expenditures -
Safety and
Environmental
Compliance
Achievement of
Field Services
goals related
to: 16% -
Operating
Income -
Compressor
Utilization -
Maintenance
Capital
Expenditures -
Growth Projects
- Availability
- Safety - Well
Connects

James S. Brian

Core Operating Income	60%
Controllable Expenditures	20%
Specific Operational Improvement Goals	20%

CENTERPOINT ENERGY, INC.
LONG-TERM INCENTIVE PLANRESTRICTED STOCK AWARD AGREEMENT
(WITH PERFORMANCE VESTING REQUIREMENT)

Pursuant to this Award Agreement, CENTERPOINT ENERGY, INC. (the "Company") hereby grants to [NAME] (the "Participant"), an employee of the Company, on [GRANT DATE] (the "Grant Date"), [NUMBER] restricted shares of Common Stock of the Company (the "Restricted Stock"), pursuant to the LONG-TERM INCENTIVE PLAN OF CENTERPOINT ENERGY, INC. (the "Plan"), conditioned upon the Company's achievement of the Performance Goal(s) established by the Committee over the course of the Vesting Period, with such number of shares being subject to adjustment as provided in Section 14 of the Plan, and further subject to the terms, conditions and restrictions described in the Plan and as follows:

1. RELATIONSHIP TO THE PLAN; DEFINITIONS.

This grant of Restricted Stock is subject to all of the terms, conditions and provisions of the Plan and administrative interpretations thereunder, if any, which have been adopted by the Committee and are in effect on the date hereof. Except as defined herein, capitalized terms shall have the same meanings ascribed to them under the Plan. To the extent that any provision of this Award Agreement conflicts with the express terms of the Plan, it is hereby acknowledged and agreed that the terms of the Plan shall control and, if necessary, the applicable provisions of this Award Agreement shall be hereby deemed amended so as to carry out the purpose and intent of the Plan. References to the Participant herein also include the heirs or other legal representatives of the Participant. For purposes of this Award Agreement:

"DISABILITY" means a physical or mental impairment of sufficient severity such that the Participant is both eligible for and in receipt of benefits under the long-term disability provisions of the Company's benefit plans.

"EMPLOYMENT" means employment with the Company or any of its Subsidiaries.

"PERFORMANCE GOAL" means a standard established by the Committee to determine whether and to what extent the Participant's right to the Restricted Stock shall vest, which is attached hereto and made a part hereof for all purposes.

"RETIREMENT" means termination of Employment on or after attainment of age 55 and with at least five years of service with the Company.

"VESTING DATE" means [DATE].

"VESTING PERIOD" means the period commencing on the Grant Date and ending on the Vesting Date.

2. ESTABLISHMENT OF RESTRICTED STOCK ACCOUNT. The grant of shares of Restricted Stock pursuant to this Award Agreement shall be implemented by a credit to a bookkeeping account maintained by the Company evidencing the accrual in favor of the Participant of the unfunded and unsecured right to receive shares of Common Stock of the Company, which right shall be subject to the terms, conditions and restrictions set forth in the Plan and to the further terms, conditions and restrictions set forth in this Award Agreement. Except as otherwise provided in Section 10 of this Award Agreement, the shares of Restricted Stock credited to the Participant's bookkeeping account may not be sold, assigned, transferred, pledged or otherwise encumbered until the Participant has been registered as the holder of shares of Common Stock representing such shares of Restricted Stock on the records of the Company as provided in Section 6 of this Award Agreement.

3. VESTING OF RESTRICTED STOCK. Unless earlier forfeited or vested in accordance with Section 4 below or receipt of a cash payment pursuant to Section 5 below, the Participant's right to receive 100% of the shares of Restricted Stock shall vest if the Performance Goal(s) established in connection with the grant of, and as a requirement to receive the, Restricted Stock are determined by the Committee to have been achieved during the Vesting Period. If the Committee determines that the Performance Goal(s) have been achieved, the Participant's right to receive the Restricted Stock shall vest upon the Participant's receipt of written notice from the Committee of such determination.

The Participant must be in continuous Employment during the Vesting Period in order for the Restricted Stock to vest; otherwise, all such shares shall be forfeited as of the Participant's termination date.

4. ACCELERATED VESTING AND FORFEITURE. If, prior to the end of the Vesting Period of the Restricted Stock pursuant to Section 3 above and prior to the Participant's receipt of any cash payment pursuant to Section 5 below, the Participant's Employment is terminated due to (a) death, (b) Disability, or (c) Retirement, then, without regard to the Performance Goal(s), the Participant shall vest in the right to receive a number of the shares of Restricted Stock determined by multiplying (i) the total number of shares of Restricted Stock granted under this Award Agreement by (ii) a fraction, the numerator of which is the number of days that have elapsed from the Grant Date, and the denominator of which is the total number of days in the vesting period (which commences on the Grant Date and ends on the date the shares would have fully vested under Section 3). Such vested shares of Restricted Stock shall be delivered to the Participant as soon as practicable following the Participant's termination date. All remaining unvested shares of Restricted Stock as of the Participant's termination date shall be forfeited as of such date.

5. CASH PAYMENT UPON A CHANGE OF CONTROL. Notwithstanding anything herein to the contrary, upon or immediately prior to the occurrence of any Change of Control of the Company and without regard to the Performance Goal(s), the Participant's right to receive the shares of Restricted Stock shall be settled by a cash payment to the Participant equal to the product of (i) the Fair Market Value per share of Common Stock on the date immediately preceding the date on which the Change of Control occurs and (ii) the number of shares of Restricted Stock not previously vested or forfeited pursuant to Section 3 or Section 4 above.

Such cash payment shall satisfy the rights of the Participant and the obligations of the Company under this Award Agreement in full.

6. PAYMENT OF AWARD. Upon the vesting of the Participant's right to receive the shares of Restricted Stock pursuant to Section 3 or Section 4 of this Award Agreement, a number of shares of Common Stock equal to the number of vested shares of Restricted Stock shall be registered in the name of the Participant and certificates representing such Common Stock shall be delivered to the Participant as soon as practicable after the date upon which the Participant's right to such shares vested according to the provisions of Section 3 or Section 4 above. The Company shall have the right to withhold applicable taxes from any such payment of the Restricted Stock (including, but not limited to, from any amounts payable as provided in the following paragraph in respect of dividends) or from other compensation payable to the Participant at the time of such vesting and delivery pursuant to Section 11 of the Plan.

If the Restricted Stock became vested pursuant to Section 3 above, upon delivery of shares of Common Stock representing the shares of Restricted Stock pursuant to the foregoing paragraph of this Section 6, the Participant shall also be entitled to receive a cash payment equal to the sum of all dividends, if any, declared or paid on such shares of Restricted Stock after the Grant Date but prior to the date such shares of Common Stock are delivered to the Participant. If the Participant becomes vested in all or a portion of the shares of Restricted Stock under Section 4 above or the Participant becomes entitled to a cash payment under Section 5 above prior to becoming vested under Section 3 above, upon delivery of shares of Common Stock representing the shares of Restricted Stock pursuant to the foregoing paragraph of this Section 6 or payment of a cash payment under Section 5 above, as applicable, the Participant shall also be entitled to receive a cash payment equal to the sum of all dividends, if any, declared or paid on such shares of Restricted Stock after the Grant Date but prior to the date such shares of Common Stock or cash, as applicable, is delivered to the Participant.

7. CONFIDENTIALITY. The Participant agrees that the terms of this Award Agreement are confidential and that any disclosure to anyone for any purpose whatsoever (save and except disclosure to financial institutions as part of a financial statement, financial, tax and legal advisors, or as required by law) by the Participant or his or her agents, representatives, heirs, children, spouse, employees or spokespersons shall be a breach of this Award Agreement and the Company may elect to revoke the grant made hereunder, seek damages, plus interest and reasonable attorneys' fees, and take any other lawful actions to enforce this Award Agreement.

8. NOTICES. For purposes of this Award Agreement, notices to the Company shall be deemed to have been duly given upon receipt of written notice by the Corporate Secretary of CenterPoint Energy, Inc., 1111 Louisiana, Houston, Texas 77002, or to such other address as the Company may furnish to the Participant.

Notices to the Participant shall be deemed effectively delivered or given upon personal, electronic, or postal delivery of written notice to the Participant, the place of Employment of the Participant, the address on record for the Participant at the human resources department of the Company, or such other address as the Participant hereafter designates by written notice to the Company.

9. SHAREHOLDER RIGHTS. The Participant shall have no rights of a shareholder with respect to the Restricted Stock, unless and until the Participant is registered as the holder of shares of Common Stock representing such Restricted Stock on the records of the Company, as provided in Section 6 of this Award Agreement.

10. SUCCESSORS AND ASSIGNS. This Award Agreement shall bind and inure to the benefit of and be enforceable by the Participant, the Company and their respective permitted successors and assigns except as expressly prohibited herein and in the Plan. Notwithstanding anything herein or in the Plan to the contrary, the shares of Restricted Stock are transferable by the Participant to Immediate Family Members, Immediate Family Member Trusts, and Immediate Family Member Partnerships pursuant to Section 13 of the Plan.

11. NO EMPLOYMENT GUARANTEED. Nothing in this Award Agreement shall give the Participant any rights to (or impose any obligations for) continued Employment by the Company or any Subsidiary, or any successor thereto, nor shall it give such entities any rights (or impose any obligations) with respect to continued performance of duties by the Participant.

12. MODIFICATION OF AGREEMENT. Any modification of this Award Agreement shall be binding only if evidenced in writing and signed by an authorized representative of the Company.