

SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

**FORM S-8
REGISTRATION STATEMENT
UNDER THE SECURITIES ACT OF 1933**

SPARTAN MOTORS, INC.

(Exact Name of Registrant as Specified in its Charter)

Michigan
(State or Other Jurisdiction of
Incorporation or Organization)

38-2078923
(IRS Employer
Identification Number)

**1165 Reynolds Road
Charlotte, Michigan**
(Address of Principal Executive Offices)

48813
(Zip Code)

**SPARTAN MOTORS, INC.
DIRECTORS' STOCK PURCHASE PLAN**

(Full Title of the Plan)

Richard J. Schalter
Spartan Motors, Inc.
1165 Reynolds Road
P.O. Box 440
Charlotte, Michigan 48813
(Name and Address of Agent for Service)

Copies to:

Stephen C. Waterbury
Warner Norcross & Judd LLP
900 Fifth Third Center
111 Lyon Street, N.W.
Grand Rapids, Michigan 49503-2487

(517) 543-6400
(Telephone Number, Including Area Code, of Agent for Service)

CALCULATION OF REGISTRATION FEE

Title of Securities to be Registered	Amount to be Registered	Proposed Maximum Offering Price Per Share (1)	Proposed Maximum Aggregate Offering Price (1)	Amount of Registration Fee
Common Stock, \$.01par value	25,000 shares(2)	\$10.94	\$273,500(3)	\$25.16

- (1) On August 12, 2002, the average of the high and low prices of the Common Stock of Spartan Motors, Inc. was \$10.94 per share. The registration fee is computed in accordance with Rule 457(h) and (c) under the Securities Act of 1933 (the "Securities Act").
- (2) In addition, pursuant to Rule 416(c) under the Securities Act, this registration statement also covers such indeterminate number of additional shares as may be authorized in the event of an adjustment as a result of an increase in the number of issued shares of Common Stock resulting from the payment of stock dividends or stock splits or certain other capital adjustments.
- (3) Estimated solely for the purpose of calculating the registration fee.

PART II

INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

Item 3. Incorporation of Documents by Reference.

The following documents filed with the Securities and Exchange Commission are incorporated in this registration statement by reference:

- (a) The Registrant's latest annual report filed pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (the "Exchange Act").
- (b) All other reports filed pursuant to Section 13(a) or 15(d) of the Exchange Act since the end of the fiscal year covered

by the annual report referred to in (a) above.

(c) The description of the Registrant's common stock, \$.01 par value, which is contained in the Registrant's Registration Statement filed under the Exchange Act, including any amendment or report filed for the purpose of updating such description.

All documents subsequently filed by the Registrant (also referred to as "Spartan Motors") pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Exchange Act prior to the filing of a post-effective amendment that indicates that all securities offered have been sold or that deregisters all securities remaining unsold shall be deemed to be incorporated by reference in this registration statement and to be a part of this registration statement from the date of filing of such documents.

Item 4. Description of Securities.

Not applicable.

Item 5. Interests of Named Experts and Counsel.

Not applicable.

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Item 6. Indemnification of Directors and Officers.

Under Sections 561 through 571 of the Michigan Business Corporation Act (the "MBCA"), directors and officers of a Michigan corporation may be entitled to indemnification by the corporation against judgments, expenses, fines and amounts paid by the director or officer in settlement of claims brought against them by third persons or by or in the right of the corporation if those directors and officers acted in good faith and in a manner reasonably believed to be in, or not opposed to, the best interests of the corporation or its shareholders.

Spartan Motors is obligated under its Restated Articles of Incorporation to indemnify its directors and executive officers to the full extent permitted under the MBCA. Spartan Motors may similarly indemnify persons who are not directors or executive officers to the extent authorized by Spartan Motors' Board of Directors.

The MBCA provides for indemnification of directors and officers if they acted in good faith and in a manner they reasonably believed to be in or not opposed to the best interests of Spartan Motors or its shareholders (and, if a criminal proceeding, if they had no reasonable cause to believe their conduct was unlawful) against: (a) expenses (including attorneys' fees), judgments, penalties, fines and amounts paid in settlement actually and reasonably incurred in connection with any threatened, pending or completed action, suit or proceeding (other than an action by or in the right of Spartan Motors) arising out of a position with Spartan Motors (or with some other entity at Spartan Motors' request); and (b) expenses (including attorneys' fees) and amounts paid in settlement actually and reasonably incurred in connection with any threatened, pending or completed action, suit or proceeding by or in the right of Spartan Motors, unless the director or officer is found liable to Spartan Motors, provided that an appropriate court could determine that he or she is nevertheless fairly and reasonably entitled to indemnity for reasonable expenses incurred. The MBCA requires indemnification for expenses to the extent that a director or officer is successful in defending against any such action, suit or proceeding.

The MBCA generally requires that the indemnification provided for in (a) and (b) above be made only on a determination that the director or officer met the applicable standard of conduct (i) by a majority vote of a quorum of the board of directors who were not parties or threatened to be made parties to the action, suit or proceeding; (ii) if a quorum cannot be so obtained by a majority vote of a committee of not less than two disinterested directors; (iii) by independent legal counsel; (iv) by all independent directors not parties or threatened to be made parties to the action, suit or proceeding; or (v) by the shareholders. If the articles of incorporation include a provision eliminating or limiting the liability of a director, however, a corporation may indemnify a director for certain expenses and liabilities without a determination that the director met the applicable standards of conduct, unless the director received a financial benefit to which he or she was not entitled, intentionally inflicted harm on the corporation or its shareholders, violated Section 551 of the MBCA or intentionally committed a criminal act. In connection with an action by or in the right of the corporation, such indemnification may be for expenses (including attorneys' fees) actually and reasonably incurred. In connection with an action, suit or proceeding other than an action, suit or proceeding by or in the right of the corporation, such

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indemnification may be for expenses (including attorneys' fees) actually and reasonably incurred, and for judgments, penalties, fines and amounts paid in settlement actually and reasonably incurred.

In certain circumstances, the MBCA further permits advances to cover such expenses before a final determination that indemnification is permissible or required, upon receipt of an undertaking, which need not be secured and which may be accepted without reference to the financial ability of the person to make repayment, by or on behalf of the director or officer to repay such amounts if it shall ultimately be determined that he or she has not met the applicable standard of conduct. If a provision in the articles of incorporation or bylaws, a resolution of the board or shareholders, or an agreement makes indemnification mandatory, then the advancement of expenses is also mandatory, unless the provision, resolution or agreement specifically provides otherwise.

Indemnification under the MBCA is not exclusive of other rights to indemnification to which a person may be entitled under Spartan Motors' Restated Articles of Incorporation, Bylaws or a contractual agreement. However, the total amount of expenses advanced or indemnified from all sources may not exceed the amount of actual expenses incurred by the person seeking indemnification or advancement of expenses. The indemnification provided for under the MBCA continues as to a person who ceases to be a director or executive officer.

The MBCA permits Spartan Motors to purchase insurance on behalf of its directors and officers against liabilities arising out of their positions with Spartan Motors, whether or not such liabilities would be within the above indemnification provisions. Pursuant to this authority, Spartan Motors maintains such insurance on behalf of its directors and officers.

Spartan Motors has entered into indemnity agreements with each of its directors. The agreements provide that Spartan Motors will indemnify the director, subject to certain limitations, for expenses and costs, including the satisfaction of a judgment, fine or penalty incurred in, or in any amount paid in settlement of, any proceeding, including a proceeding brought by or in the name of Spartan Motors (such as a shareholder derivative suit), brought by reason of the fact that the indemnitee was serving as a director, officer, employee, agent or fiduciary of Spartan Motors or by reason of any action taken by the indemnitee while serving as a director, officer, employee, agent or fiduciary of Spartan Motors, or by reason of the fact that the indemnitee was serving at the request of Spartan Motors in a similar capacity with another entity, if such expenses and costs may be indemnified under the MBCA. In accordance with Spartan Motors' Restated Articles of Incorporation and Bylaws, the agreements are designed to provide the maximum protection allowed under federal and Michigan law. Indemnification is dependent upon the director meeting the applicable standards of conduct set forth in the indemnity agreements.

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Item 7. Exemption from Registration Claimed.

Not applicable.

Item 8. Exhibits.

The following exhibits have been filed or incorporated by reference as part of this Registration Statement:

<u>Exhibit Number</u>	<u>Document</u>
4.1	Restated Articles of Incorporation, as amended to date. Previously filed as an exhibit to Spartan Motors' Annual Report on Form 10-K for the period ended December 31, 2000, and incorporated herein by reference.
4.2	Bylaws, as amended to date. Previously filed as an exhibit to Spartan Motors' Quarterly Report on Form 10-Q for the period ended September 30, 2001, and incorporated herein by reference.
4.3	Form of Stock Certificate. Previously filed as an exhibit to the Registration Statement on Form S-18 (Registration No. 2-90021-C) filed on March 19, 1984, and incorporated herein by reference.
4.4	Rights Agreement dated June 4, 1997, between Spartan Motors and American Stock Transfer and Trust Company. Previously filed as an Exhibit to Spartan Motors' Form 8-A filed on June 25, 1997, and incorporated herein by reference.
4.5	Spartan Motors Directors' Stock Purchase Plan.
5	Opinion of Warner Norcross & Judd LLP.
23.1	Consent of Ernst & Young, LLP.
23.2	Consent of Warner Norcross & Judd LLP (included in Exhibit 5 and incorporated herein by reference).
24	Powers of Attorney.

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Item 9. Undertakings.

(a) The undersigned Registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this Registration Statement;

(i) To include any prospectus required by Section 10(a)(3) of the Securities Act of 1933;

(ii) To reflect in the prospectus any facts or events arising after the effective date of the Registration Statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the Registration Statement;

(iii) To include any material information with respect to the plan of distribution not previously disclosed in the Registration Statement or any material change in such information in the Registration Statement;

provided, however, that paragraphs (1)(i) and (1)(ii) do not apply if the information required to be included in the post-effective amendment by those paragraphs is contained in periodic reports filed with or furnished to the Commission by the Registrant pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 that are incorporated by reference in this Registration Statement.

(2) That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new Registration Statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(b) The undersigned Registrant hereby undertakes that for purposes of determining any liability under the Securities Act of 1933, each filing of the Registrant's annual report pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934 that is incorporated by reference in the Registration Statement shall be deemed to be a new Registration Statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.

(h) Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers, and controlling persons of the Registrant pursuant to the foregoing provisions, or otherwise, the Registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer, or controlling

person of the Registrant in the successful defense of any action, suit, or proceeding) is asserted by such director, officer, or controlling person in connection with the securities being registered, the Registrant shall, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Charlotte, State of Michigan, on this 12th day of August, 2002.

SPARTAN MOTORS, INC.
(Registrant)

By /s/ James W. Knapp

James W. Knapp
Chief Financial Officer

Pursuant to the requirements of the Securities Act of 1933, this Form S-8 Registration Statement has been signed by the following persons in the capacities and on the date indicated.

August 12, 2002

*

John E. Szykiel, Director
(Principal Executive Officer)

August 12, 2002

/s/ James W. Knapp

James W. Knapp
(Principal Accounting and Financial Officer)

August 12, 2002

/s/ Richard J. Schalter

Richard J. Schalter, Director

August 12, 2002

*

David R. Wilson, Chairman of the Board and Director

August 12, 2002

*

William F. Foster, Director

August 12, 2002

*

George Tesseris, Director

August 12, 2002

*

Charles E. Nihart, Director

*By /s/ Richard J. Schalter

Richard J. Schalter
Attorney-in-Fact

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EXHIBIT INDEX

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5	Opinion of Warner Norcross & Judd LLP.
23.1	Consent of Ernst & Young, LLP.
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24	Powers of Attorney.



EXHIBIT 4.5

SPARTAN MOTORS, INC. DIRECTORS' STOCK PURCHASE PLAN

ARTICLE 1

ESTABLISHMENT AND PURPOSES OF PLAN

 1.1 Establishment of Plan; Purposes of Plan. The Company hereby establishes the Spartan Motors, Inc. Directors' Stock Purchase Plan. The purposes of the Plan are to provide an opportunity and means by which non-employee directors can increase their financial interest in the Company, and thereby increase their personal interest in the Company's continued success, through the payment of directors' fees in Company Common Stock.

 1.2 Effective Date. The "Effective Date" of the Plan is June 11, 2002. Each Plan provision applies until the effective date of an amendment of that provision.

 1.3 Number of Shares of Stock. Subject to appropriate adjustment as required in connection with any change in the capital structure of the Company, including a change related to a stock dividend, stock split, recapitalization, merger, consolidation, combination, exchange of shares or other corporate event, a maximum of 25,000 shares of Common Stock shall be available under the Plan.

ARTICLE 2

DEFINITIONS

 2.1 Applicable Date. "Applicable Date" means any date on which a Director's Fee is payable to a Participant.

 2.2 Committee. "Committee" means the entire Board of Directors or any committee as the Board of Directors shall designate from time to time to administer the Plan. Any such committee shall consist of at least two members of the Board.

 2.3 Common Stock. "Common Stock" means the Company's common stock, \$.01 par value.

 2.4 Company. "Company" means Spartan Motors, Inc.

 2.5 Director's Fee. "Director's Fee" means the amount of income payable to a Participant for service as a director, including payments for attendance at meetings of the Board

of Directors or meetings of committees of the Board of Directors, and any retainer fee paid to members of the Board of Directors.

 2.6 Market Value. "Market Value" means the average of the highest and lowest sales prices of the Common Stock reported on The Nasdaq Stock Market on the first date preceding the Applicable Date on which shares of Common Stock were traded on The Nasdaq Stock Market.

 2.7 Participant. "Participant" means any non-employee director of the Company who is participating in the Plan.

 2.8 Plan. "Plan" means the Spartan Motors, Inc. Directors' Stock Purchase Plan, as such plan may be amended, administered or interpreted from time to time.

ARTICLE 3

ADMINISTRATION

 3.1 Power and Authority. The Committee shall administer the Plan, shall have full power and authority to interpret the provisions of the Plan and shall have full power and authority to supervise the administration of the Plan. All determinations, interpretations and selections made by the Committee regarding the Plan shall be final and conclusive. The Committee shall hold its meetings at such times and places as it deems advisable. Action may be taken by a written instrument signed by a majority of the members of the Committee, and any action so taken shall be fully as effective as if it had been taken at a meeting duly called and held. The Committee shall make such rules and regulations for the conduct of its business as it deems advisable. The members of the Committee shall not be paid any additional fees for their services.

 3.2 Delegation of Powers; Employment of Advisers. The Committee may delegate to any agent such duties and powers, both ministerial and discretionary, as it deems appropriate except those that may not be delegated by law or regulation. In administering the Plan, the Committee may employ attorneys, consultants, accountants or other persons, and the Company and the Committee shall be entitled to rely upon the advice, opinions or valuation of any such persons. The Company shall pay all usual and reasonable expenses of the Committee.

ARTICLE 4

PARTICIPATION

 4.1 Eligibility to Participate. A non-employee director shall be eligible to become a Participant in the Plan on the first day of the individual's term as a director. A director shall no longer be a Participant as of the termination of his or her directorship or on the date that such director becomes an employee of the Company.

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ARTICLE 5

ELECTIVE PAYMENT OF DIRECTOR'S FEES IN COMMON STOCK

 5.1 Payment of Director's Fees. A Participant may elect to receive payment of at least 25% and up to 100% of Director's Fees in the form of Common Stock. On or shortly after each Applicable Date, the Participant shall receive a number of shares of Common Stock (rounded down to the nearest whole share) determined by dividing (i) the dollar amount of Director's Fees payable that the director has elected to receive in Common Stock by (ii) the Market Value of Common Stock on the Applicable Date. If the total Market Value of the purchased Common Stock is less than the total amount of the Participant's Director's Fees on the Applicable Date, the Participant shall receive the difference as a cash payment.

 5.2 Stock Purchase Election. The election to receive Director's Fees in the form of Common Stock shall be made by the Participant on a form provided for that purpose and shall be effective beginning as of the following Applicable Date. The election shall continue in effect until revoked or modified by the Participant for a subsequent Applicable Date.

 5.3 Timing of Payments. Issuances of shares of Common Stock under the Plan shall be made to the Participant on or shortly following each Applicable Date for which Director's Fees would have been payable to the Participant if the Participant had not made an election to receive Director's Fees in the form of Common Stock. The time of issuance and delivery of shares of Common Stock may be postponed for such period as may be required for the Company with reasonable diligence to comply with any registration or anti-fraud requirements under the Securities Act of 1933 or the Securities Exchange Act of 1934, any requirements under any state securities or other law or regulation applicable to the issuance, listing or transfer of such shares, or any agreement or regulation of any applicable stock exchange or quotation system.

ARTICLE 6

GENERAL PROVISIONS

 6.1 Amendment; Termination. The Company may amend the Plan prospectively or retroactively, in whole or in part, or terminate the Plan, provided that an amendment or termination may not reduce or revoke shares of Common Stock to be issued, and the amounts represented by them to be paid to, Participants as of the later of the date of adoption of the amendment or the effective date of the amendment or termination.

 6.2 Rights Not Assignable. A Participant's rights, and any shares of Common Stock to be issued, under the Plan shall not be subject to anticipation, alienation, assignment, conveyance, transfer, sale, pledge, encumbrance, charge or other disposition, whether voluntary or involuntary. Any attempt to anticipate, alienate, assign, convey, transfer, sell, pledge, encumber, charge or to otherwise dispose of benefits payable or shares to be issued, before actual receipt of the benefits or issuance, or a right to receive benefits or issuance of shares, shall be void and shall not be recognized.

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 6.3 Unsecured Creditor Status. This Plan shall be an unfunded plan. A Participant shall therefore be an unsecured general creditor of the Company as to the payment of any benefit or issuance of shares under the Plan. The right of any Participant to be paid Director's Fees or receive shares of Common Stock under the Plan shall be no greater than the right of any other unsecured general creditor of the Company.

 6.4 No Trust or Fiduciary Relationship. Nothing contained in the Plan shall be deemed to create a trust or fiduciary relationship of any kind for the benefit of any Participant.

 6.5 Construction. The singular includes the plural, and the plural includes the singular, unless the context clearly indicates the contrary. Capitalized terms (except those at the beginning of a sentence or part of a heading) have the meaning specified in the Plan. If a capitalized term is not defined in the Plan, the term shall have the general, accepted meaning of the term.

 6.6 Disputes. If a dispute arises regarding the eligibility to participate in the Plan or any other matter relating to Plan participation, such dispute shall be made by and in the sole discretion of the Committee. The determination by the Committee with respect to such disputes shall be final and binding on all parties. If a dispute arises regarding the amount of any benefit payment or shares of Common Stock to be issued under the Plan that is not related to Participant eligibility disputes, the Committee may appoint a qualified independent certified public accountant to determine the amount of payment or number of shares and such determination shall be final and binding on all parties.

 6.7 Right of Company to Replace Directors. Neither the action of the Company in establishing the Plan, nor any

provision of the Plan, shall be construed as giving any director the right to be retained as a director, or any right to any payment or issuance of shares whatsoever except to the extent of the benefits provided under the Plan. The Company expressly reserves the right at any time to replace or fail to renominate any director without any liability for any claim against the Company for any payment or issuance of shares whatsoever except to the extent provided under the Plan. The Company has no obligation to create any other or subsequent deferred compensation plan for directors.

6.8 Governing Law; Severability. The Plan shall be construed, regulated and administered under the laws of the State of Michigan, without regard to conflict of law principles. If any provisions of the Plan shall be held invalid or unenforceable for any reason, such invalidity or unenforceability shall not affect the remaining provisions of the Plan, and the Plan shall be deemed to be modified to the least extent possible to make it valid and enforceable in its entirety.

APPENDIX A
SPARTAN MOTORS, INC.
DIRECTORS' STOCK PURCHASE PLAN

Stock Purchase Election Form

I elect to receive the following percentage of my Director's Fees in the form of shares of Spartan Motors Common Stock pursuant to the Spartan Motors, Inc. Directors' Stock Purchase Plan (the "Plan"):

25% 50% 75% 100%

Other percentage to exceed 25% _____ (write in)

The term "Director's Fees" means the amount of income payable to me for my service as a director, including payments for attendance at meetings of the Board of Directors or meetings of committees of the Board of Directors, and any retainer fee paid to members of the Board of Directors.

This election will continue in effect until (1) I notify Spartan Motors' Board of Directors in writing of my desire to revoke or modify my election for a subsequent Applicable Date (as that term is defined in the Plan), (2) I no longer serve as a member of Spartan Motors' Board of Directors, (3) I become an employee of Spartan Motors, or (4) Spartan Motors terminates the Plan.

The terms of the Plan will govern all aspects of my election.

Signature

Date

EXHIBIT 5 AND EXHIBIT 23.2

Warner Norcross & Judd LLP
Attorneys at Law
900 Fifth Third Center
111 Lyon Street, N.W.
Grand Rapids, Michigan 49503-2487

August 12, 2002

Securities and Exchange Commission
450 Fifth Street, N.W.
Washington, D.C. 20549

Re: Spartan Motors, Inc.
Registration Statement on Form S-8
Spartan Motors, Inc. Directors' Stock
Purchase Plan (the "Plan")

Dear Sir or Madam:

We represent Spartan Motors, Inc., a Michigan corporation (the "Company"), with respect to the above-captioned registration statement on Form S-8 (the "Registration Statement") filed pursuant to the Securities Act of 1933 (the "Act") to register 25,000 shares of the Company's common stock, \$.01 par value ("Common Stock").

As counsel for the Company, we are familiar with its Restated Articles of Incorporation and Bylaws and have reviewed the various proceedings taken by the Company to authorize the issuance of the Common Stock to be sold pursuant to the Registration Statement. We also have reviewed and assisted in preparing the Registration Statement. In our review, we have assumed the genuineness of all signatures, the legal capacity of all natural persons, the authenticity of all documents submitted to us as originals, the conformity to original documents of all documents submitted to us as certified or photostatic copies and the authenticity of the originals of such copies.

On the basis of the foregoing, we are of the opinion that, when the Registration Statement has become effective under the Act, any and all shares of Common Stock that are the subject of the Registration Statement will, when issued in accordance with the Plan, be legally issued, fully paid and nonassessable.

We hereby consent to the use of this opinion as an exhibit to the Registration Statement on Form S-8 covering the Common Stock to be issued pursuant to the Plan.

Very truly yours,

WARNER NORCROSS & JUDD LLP

By /s/ Stephen C. Waterbury

Stephen C. Waterbury
A Partner

EXHIBIT 23.1

CONSENT OF INDEPENDENT AUDITORS

Board of Directors and Shareholders
Spartan Motors, Inc.

We consent to the incorporation by reference in the Registration Statement on Form S-8 pertaining to the Directors' Stock Purchase Plan of Spartan Motors, Inc. of our report dated February 8, 2002, with respect to the consolidated financial statements and schedule of Spartan Motors, Inc. included in the Annual Report (Form 10-K) for the year ended December 31, 2001.

/s/ Ernst & Young LLP

Grand Rapids, Michigan
August 14, 2002

EXHIBIT 24

POWER OF ATTORNEY

The undersigned, in his capacity as a director or officer, or both, as the case may be, of Spartan Motors, Inc., does hereby appoint GEORGE W. SZTYKIEL or RICHARD J. SCHALTER, and both of them severally, with full power of substitution, his attorneys or attorney to execute in his name, place, and stead, a Registration Statement on Form S-8 to register 25,000 shares of the Common Stock, \$.01 par value, of Spartan Motors, Inc. to be issued pursuant to the Spartan Motors, Inc. Directors' Stock Purchase Plan, and any and all amendments thereto, and to file it or them with the Securities and Exchange Commission.

June 11, 2002

/s/ William F. Foster

William F. Foster

POWER OF ATTORNEY

The undersigned, in his capacity as a director or officer, or both, as the case may be, of Spartan Motors, Inc., does hereby appoint GEORGE W. SZTYKIEL or RICHARD J. SCHALTER, and both of them severally, with full power of substitution, his attorneys or attorney to execute in his name, place, and stead, a Registration Statement on Form S-8 to register 25,000 shares of the Common Stock, \$.01 par value, of Spartan Motors, Inc. to be issued pursuant to the Spartan Motors, Inc. Directors' Stock Purchase Plan, and any and all amendments thereto, and to file it or them with the Securities and Exchange Commission.

June 11, 2002

/s/ Charles E. Nihart

Charles E. Nihart

POWER OF ATTORNEY

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June 11, 2002

/s/ John E. Szykiel

John E. Szykiel

POWER OF ATTORNEY

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June 11, 2002

/s/ George Tesseris

George Tesseris

POWER OF ATTORNEY

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June 11, 2002

/s/ David R. Wilson

David R. Wilson